

United States
Circuit Court of Appeals
For the Ninth Circuit.

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

J. G. BOSWELL COMPANY and CORCORAN
TELEPHONE EXCHANGE,
Respondents.

Transcript of Record

In Seven Volumes

VOLUME II

Pages 499 to 979

FILED

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Upon Petition for Enforcement of An Order of the
National Labor Relations Board

No. 10148

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Upon Petition for Enforcement of An Order of the
National Labor Relations Board

United States of America
Before the National Labor Relations Board

Case No. C-1476

In the Matter of

J. G. BOSWELL COMPANY, a corporation, AS-
SOCIATED FARMERS OF KINGS COUN-
TY, INC., a corporation, and CORCORAN
TELEPHONE EXCHANGE, a corporation,

and

COTTON PRODUCTS AND GRAIN MILL
WORKERS UNION, Local No. 21798, A. F.
of L.

Mr. Frank A. Mouritsen, Mr. William R. Walsh,
and Mr. Francis J. McTernan, Jr., for the
Board.

Rogers & Clark, by Mr. Webster V. Clark and Mr.
John Painter, of San Francisco, Calif., for the
Associated Farmers.

Sidney J. W. Sharp and M. Wingrove, by Mr. M.
Wingrove, of Hanford, Calif., for the Boswell
Company and the Exchange.

Mr. E. F. Prior, of Wilmington, Calif., for the Fed-
eral.

Elizabeth W. Weston, of counsel to the Board.

DECISION AND ORDER

Statement of the Case

Upon charges and amended charges duly filed by Cotton Products and Grain Mill Workers Union Local No. 21798, A.F.L., herein called the Federal,¹ the National Labor Relations Board, herein called the Board, by the Acting Regional Director for the Twenty-first Region (Los Angeles, California), issued and duly served its complaint dated March 4, 1939, against J. G. Boswell Company, Corcoran, California, herein called the Boswell Company, or the Company, and Associated Farmers of Kings County, Inc., Corcoran, California, herein called the Associated Farmers. On May 6, 1939, the Board, by the Regional Director for the Twenty-first Region, issued its amended complaint against the Boswell Company, the Associated Farmers, and Corcoran Telephone Exchange, Corcoran, California, herein called the Exchange, alleging that the Boswell Company, Associated Farmers, and the Ex-

¹The original charge was filed, on November 23, 1938, by California State Council of Soap and Edible Oil Workers, A. F. of L., with the Regional Director for the Twentieth Region (San Francisco, California). On December 22, 1938, acting pursuant to Article II, Section 37 (c), of National Labor Relations Board Rules and Regulations—Series 1, as amended, the Board ordered the case transferred to and continued in the Twenty-first Region. On January 17, February 6, March 4, and May 4, 1939, respectively, amended charges were filed by the Federal.

change, herein collectively called the respondents, had engaged in and were engaged in unfair labor practices affecting commerce within the meaning of Section 8 (1), (3), and (4) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act, and that in addition, the Boswell Company had engaged in and was engaging in unfair labor practices within the meaning of Section 8 (2) and Section 2 (6) and (7) of the Act. Copies of the amended complaint and accompanying notices of hearing and of the fourth amended charge were duly served upon the respondents, the Federal, and J. G. Boswell Company Employees' Association of Corcoran and Tipton, California, herein called the Association, a labor organization alleged in the complaint to be dominated and interfered with by the Boswell Company.

With respect to the unfair labor practices, the amended complaint alleges in substance as follows:

A. That the Boswell Company (1) discouraged membership in the Federal by discriminating with respect to the hire and tenure of employment of 14 of its employees² because the said employees joined and assisted the Federal and engaged in concerted activities with other employees of the Company for the purposes of mutual aid and protection; (2)

²W. R. Johnston, Stephen J. Griffin, Elmer Eller, Eugene Clark Ely, Boyd Ely, Walter Winslow, Elgin Ely, George J. Andrade, Joe Briley, O. L. Farr, R. K. Martin, E. C. Powell, L. A. Spear, H. N. Wingo.

formed, dominated, and interfered with the administration of the Association; and (3) by the foregoing and other acts, interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act;

B. That the Associated Farmers and the Boswell Company (1) on January 30, 1939, by force and violence and threats thereof drove Federal pickets from the vicinity of the Boswell Company plant; (2) on or about January 20, 1939, and thereafter, circulated among employers in Kings County, California, blacklists containing the names of Federal members employed by the Boswell Company; and (3) by the aforesaid acts the said respondents and each of them interfered with, restrained, and coerced employees of the Boswell Company in the exercise of the rights guaranteed in Section 7 of the Act;

C. That the Boswell Company, the Associated Farmers, and the Exchange (1) on or about March 2, 1939, discouraged membership in the Federal by discharging and causing the discharge of Margaret A. Dunn from her employment with the Exchange because she was suspected of having assisted the Federal in its activities; (2) on or about March 14, 1939, refused to reinstate or permit the reinstatement of Dunn to her position of employment with the Exchange because she filed charges of unfair labor practices with the Board; (3) threatened Dunn with the loss of employment of various members of her family if she did not withdraw the afore-

said charges; and (4) by the aforesaid acts, said respondents and each of them interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act;

D. That, in the alternative, the aforesaid acts with respect to Dunn were committed by the Exchange and the Associated Farmers, acting in the interest of the Boswell Company.

As to the Associated Farmers, the amended complaint alleges that at all times said respondent has actively opposed and prevented the exercise by employees of the rights guaranteed in Section 7 of the Act, that at all times mentioned in the amended complaint said respondent acted directly and indirectly in the interest of the Boswell Company, and that said respondent, the Associated Farmers, is an employer within the meaning of Section 2 (2) of the Act.

Each respondent filed its answer to the amended complaint admitting certain allegations as to its corporate existence but denying that it had engaged in or was engaging in the alleged unfair labor practices. Each respondent also filed with the Regional Director a written motion to dismiss the complaint upon the ground that no act of said respondent or to which said respondent was a party was in commerce or affected or burdened commerce, and that the Board had no jurisdiction over said respondent.

Pursuant to notice, a hearing was held at Corcoran, California, from May 18 to June 16, 1939, before John T. Lindsay, the Trial Examiner duly

designated by the Board. The Board and the respondents were represented by counsel, the Federal by its business representative; all participated in the hearing.³ Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing upon the issues was afforded all parties.

At the opening of the hearing, the Trial Examiner denied the respondents' aforesaid written motions to dismiss the complaint. During the hearing, the respondents, by sundry motions and objections to the admission of evidence, sought dismissal of the amended complaint in so far as it contains allegations relating to Margaret A. Dunn, on the ground that the Board did not have before it, and did not serve upon the respondents, a proper charge alleging that the respondents had engaged in unfair labor practices with respect to Dunn.⁴ The

³The Association did not seek to intervene in the proceedings. Samuel Brenes, treasurer of the Association, called as a witness for the Board on June 6, 1939, stated that he did not desire counsel.

⁴The respondents' counsel argued that the allegations in the fourth amended charge respecting the discharge of Dunn and the subsequent efforts exerted to induce her to withdraw charges filed by her with the Board were a nullity, inasmuch as Dunn was not a member of the Federal, and there was no evidence that she had authorized the Federal to file a charge in her behalf. These contentions are without merit. Cf. *Matter of Washougal Woolen Mills and Local 127, Textile Workers Union of America*, 23 N.L.R.B., No. 1.

Trial Examiner denied these motions and overruled the respondents' objections to the admission of evidence bearing on the issues with respect to Dunn. The Board's attorney moved at the hearing to amend the amended complaint by adding thereto an allegation that the respondent Boswell Company discouraged membership in the Federal by discriminatorily discharging James E. Gilmore for union activities on or about March 20, 1938, and by refusing to reinstate him on or about July 1, 1938. The Trial Examiner granted this motion, granting to the respondents five (5) days in which to meet the additional allegation. During said five (5) day period the Trial Examiner refused to receive evidence respecting the discharge of Gilmore. Thereafter the respondents separately filed their amended answers, denying the alleged discrimination. These rulings by the Trial Examiner are hereby affirmed.

At the opening of the Board's case against the Exchange, the Associated Farmers moved to exclude all evidence adduced in support of the complaint respecting the Exchange and the Associated Farmers on the ground that the complaint fails to allege that the Associated Farmers acted as an "employer," in the interest of the Exchange, within the meaning of Section 2 (2) of the Act. The Trial Examiner received the evidence but did not rule specifically on the Associated Farmers' motion. The motion is hereby denied.

At the close of the Board's case the Associated Farmers and the Exchange separately moved that

the complaint against them be dismissed for lack of jurisdiction and because of insufficient evidence to support it. The Trial Examiner denied these motions. His ruling is hereby affirmed. At the close of the hearing, the Exchange moved to strike all testimony introduced by the Board in support of the allegations of the complaint against said respondent, upon the grounds that the Board has no jurisdiction over said respondent and upon the further ground that Margaret A. Dunn, since she is not a member of any labor organization and has not assisted or attempted to assist any labor organization, is not entitled to the protection afforded to employees by Sections 7 and 8 of the Act. The Trial Examiner reserved ruling on this motion and thereafter denied it in his Intermediate Report. This ruling is hereby affirmed.

During the course of the hearing the Trial Examiner made numerous rulings upon other motions and upon objections to the admission of evidence, granting, among others, a motion by counsel for the Board to conform the complaint, as amended, to the proof with respect to dates and the spelling of names. The Board has reviewed the rulings of the Trial Examiner and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

On January 11, 1940, the Trial Examiner issued his Intermediate Report in which he found that the Boswell Company had engaged in unfair labor practices affecting commerce within the meaning of Section 8 (1), (2), and (3) and Section 2 (6) and (7)

of the Act; that the Associated Farmers had engaged in unfair labor practices affecting commerce within the meaning of Section 8 (1) and Section 2 (6) and (7) of the Act; and that the Exchange had engaged in unfair labor practices affecting commerce within the meaning of Section 8 (1), (3), and (4) and Section 2 (6) and (7) of the Act. The Trial Examiner recommended that the respondents cease and desist from the unfair labor practices engaged in by them and take certain affirmative action in order to effectuate the policies of the Act. The Trial Examiner recommended that the complaint be dismissed in so far as it alleges that the Boswell Company discriminated with respect to the hire and tenure of employment of Elmer Eller and Joe Briley, and that the Associated Farmers blacklisted Federal members. No exceptions were filed to these recommendations. Except as to Briley, whose case is discussed in Section III, A, 2, *infra*, no evidence was introduced in support of these allegations, and they are dismissed herein. The allegation that the Boswell Company blacklisted members of the Federal is also dismissed herein for the same reason. The Trial Examiner further recommended that the complaint be dismissed in so far as it alleges that the Boswell Company and the Associated Farmers engaged in unfair labor practices within the meaning of Section 8 (4) of the Act; and he did not find that either the Associated Farmers or the Boswell Company caused the discriminatory discharge of Margaret A. Dunn from her position of employment with the Exchange.

On March 15, 1940, the respondents filed exceptions to the Intermediate Report. Pursuant to leave granted to all parties, the respondents filed a brief on March 20, 1940. No oral argument was requested.

The Board has considered the respondents' exceptions and brief and, save as the exceptions are consistent with the findings, conclusions, and order set forth below, finds them to be without merit.

Upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. The business of the respondents

A. The Boswell Company⁵

The J. G. Boswell Company is a California corporation having its principal office in Los Angeles,

⁵Certain of the facts herein stated with respect to the Boswell Company's business are derived from a stipulation between counsel for the Board and counsel for the Boswell Company. At the hearing counsel for the Associated Farmers objected to the introduction of the stipulation in evidence, on the ground that the stipulation is not binding upon the Associated Farmers and that it is "not probative of any of the matters set forth in the stipulation, and is hearsay." We find no merit in this objection. The stipulation constitutes an admission by the Boswell Company that it ships certain percentages of its products and raw materials across State lines. This is evidence competent to prove the facts in issue as against the Associated Farmers as well as against the Boswell Company. The Associated Farmers

California. It is authorized to do business in the State of Arizona as well as in the State of California, and is engaged in those States, in the business of growing and financing the growing of cotton, ginning and baling cotton, extracting cottonseed oil, selling and distributing cotton, cottonseed oil, and cottonseed cake and meal, and purchasing, feeding, and selling cattle. The Company owns and operates seven cotton gins, a cottonseed oil mill, and a cattle feed yard in the State of California and 10 gins and a cottonseed oil mill in the State of Arizona.

The Boswell Company's cotton ginning and oil milling operations at Corcoran, California, are its only operations directly involved in this proceeding. At its Corcoran plant the Company owns and operates six cotton gins, an oil mill, and a cattle feed yard. Between July 1, 1937 and June 30, 1938, the Company ginned and baled at its Corcoran plant 47,111 bales of cotton, of which 40,138 bales were owned by it and 6,973 bales were owned by others. All of the 40,138 bales owned and processed by the

had opportunity at the hearing, if it so desired, to challenge the truth of the facts stated in the stipulation. It did not even suggest that it could or would deny these facts. At the hearing, its counsel stated that he was objecting to the introduction of the stipulation "for what it is worth for that purpose on the record, that any matters agreed to between Boswell and the Board with respect to its business * * * isn't evidence against us because *we don't know anything about it to be frank about what Boswell's business is.*" (Italics added.)

Boswell Company were shipped by it out of the State of California. During the same period the Company ginned and baled 5,096 bales of linters, of which at least 862 bales were shipped out of the State of California. During the same period, the Boswell Company produced 10,000 tons of cottonseed cake of which approximately 60 tons were shipped to points outside the State of California, the balance being sold or consumed within the State.

All the cotton and cottonseed processed by the Boswell Company in the above-described operations were purchased or grown by it in the State of California. In baling the cotton, the Boswell Company used 52,206 "patterns" consisting of jute from India and steel bands from the State of Alabama.

B. The Associated Farmers

The Associated Farmers of Kings County, Inc., a non-profit corporation organized under the laws of California, is joined as a respondent in these proceedings upon the theory, stated in the complaint, that, acting in the interest of the Boswell Company within the meaning of Section 2 (2) of the Act⁶ it interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act. The evidence adduced in support of this contention will be discussed in Section III, B, *infra*.

⁶Section 2 (2) of the Act provides: "The term 'employer' includes any person acting in the interest of an employer, directly or indirectly, * * *."

The Associated Farmers was incorporated on October 18, 1938, for the stated purposes of protecting American institutions and fighting the "infiltration of subversive doctrines" which imperil constitutional liberties. Its organizers and incorporators are farmers and business men of Kings County, California. The Associated Farmers is affiliated with the Associated Farmers of California, Inc., herein called the State organization, an organization comprising approximately 43 county units such as the one existing in Kings County. The president of the Associated Farmers is a director of the State organization.

The Associated Farmers admits to its membership "any person, firm, association or corporation engaged in agriculture, directly or indirectly." According to a printed notice publicly distributed by the Associated Farmers, "You are eligible for membership in the Associated Farmers, * * * if you are an American corporation, partnership, or individual 'Engaged in Agriculture.' You are 'Engaged in Agriculture' if you control agricultural lands through lease or ownership or pack or process products of the farms of California." Any "person or corporation not actively engaged in farming" is eligible for associate membership.

The bylaws of the Associated Farmers provide that the organization shall be financed by "voluntary contributions based on an equal unit proration of the various agricultural and horticultural products of the State of California, such pro-ration to

be determined by the Executive Committee of the Associated Farmers of California, Inc." The membership dues in 1938-1939 were \$1.00 per \$1,000 of pay roll, with minimum dues of \$1.00 per person. The organization also receives financial support from industries dependent upon agriculture.

According to the State organization, "The Associated Farmers originated as the result of disturbances which had tended to prevent the harvesting of crops and their movement to market * * *." The nature of these "disturbances" and of the organization to which they gave rise, is indicated by the following excerpts from a pamphlet published by the State organization:

The need for the organization of the Associated Farmers was forced upon the attention of the people of California by riotous disturbances which occurred in the Imperial and San Joaquin Valleys in the fall of 1933 and the spring of 1934 * * * It was found * * * that the Imperial and San Joaquin Valley disturbances had been deliberately fomented by agitators who were less interested in the welfare of the workers than in the overthrow of our American system of government and society. This activity was directed to the destructive purpose of crippling agriculture and driving the individual farmers out of existence and not to the end of solving the mutual problems of farmer and worker so that both might prosper. * * *

The Associated Farmers is not a rival of nor in competition with any other farmer organization. It originated out of necessity to combat the subversive and radical activities which threatened the very life of agriculture. *The basic activities of the Association are agricultural labor relations and information and education*⁷ which will aid in thwarting the activities of those who are willing or anxious to de-

⁷J. B. Boyett, president of the Associated Farmers, questioned at the hearing as to what the organization's educational activities in the field of labor relations, tending to maintain law and order, consist of, testified:

I feel if a man has a camp on his ranch and a group of men there, those men are here, no doubt, due to unfortunate circumstances, and they don't have access to the papers and the public press; and about the only man he (sic) contacts is a labor organizer. * * * I might state that in my camp last year, last fall, every Monday morning the C.I.O. organizer pitched a bundle of trashy literature over into my camp asking those boys to strike; and immediately after doing so they could get all kinds of State assistance, Federal assistance, by simply for the asking.

I talked to them and told them that it was subversive. They were satisfied with the work, as were other camps in the community. There was no dissatisfaction. * * *

I feel that the Associated Farmers can do a great deal in combating that type of subversive activity, what I call Communistic activity. It is tearing down, not building up. Any employee should be permitted to discuss the problem with his employer at any time.

stroy our American system of government and society. * * * (Italics added)

* * *

Experience has shown that more than 90 per cent of the labor disturbances in farming areas of California during the last several years have been originated or fomented by * * * radical agitators * * *.

California farmers have met this threat by organizing and by cooperating with peace authorities for the maintenance of law and order. * * *

The members of the Associated Farmers are willing to meet with *their employees* to discuss wages and working conditions, and are anxious to find solutions to the many problems confronting the farmers and the workers, *but will not deal with radical organizers with destructive purposes.* (Italics added.)

Among the several items enumerated in the Associated Farmers' "Declaration of Policy for Agricultural Labor" are the following:

4. That appropriate steps be taken, through legislation, or in other proper ways to bring about responsibility on the part of labor organizations, corresponding with that imposed on employers.

* * *

12. Membership in any organization is not necessary in order to work in agriculture either in producing or distributing or preparing for market of agricultural commodities, and employees in agriculture should be free to meet with and bargain with their employers, collectively or individually, whether or not such employees are members of any organizations.

C. The Exchange

The Corcoran Telephone Exchange is a California corporation engaged in the business of furnishing telephonic communication in the city of Corcoran where it maintains 139.9 miles of telephone wires. Its office and switchboard are located in Corcoran. The Exchange furnishes the only telephone service available to the residents and business establishments of Corcoran.⁸ The Exchange has 300 subscribers, the "largest" of these, according to the testimony of its president, C. H. Glenn, being the Boswell Company. Among its other subscribers are the Western Union Telegraph Company and the Atchison, Topeka and Santa Fe Railroad.

Long-distance communication between local telephone stations operated by the Exchange and stations at points outside of the city of Corcoran or the State of California is offered to the Exchange's customers through the joint facilities of the Exchange

⁸The Pacific Telephone and Telegraph Company maintains telephone stations in Kings County, the nearest of these being at Angiola, California, 6 miles from Corcoran.

and the Pacific Telephone and Telegraph Company, a Bell System company.⁹ Pursuant to an "independent telephone connection agreement" between the Exchange and Pacific Telephone and Telegraph Company, the latter company maintains a cable of telephone wires connected to the Exchange's switchboard in Corcoran. Incoming and outgoing toll calls are transmitted over these wires and the charges therefor, collected by the Exchange from its subscribers, are prorated between the Exchange and the Pacific Telephone and Telegraph Company. During the year beginning December 21, 1937, the gross income of the Exchange, after deducting the Pacific Telephone and Telegraph Company's share of toll charges and taxes collected from subscribers, was \$11,286.11. Of this amount, \$1,574.54 represented the Exchange's share of toll charges collected. During the same period the Exchange handled 35,558 toll calls of which 77, yielding an income to the Exchange of \$177.13, were calls to points outside the State of California.

The Exchange challenges the Board's jurisdiction, contending that its interstate business as reflected in the data set forth above is of small proportions. However, the Exchange furnishes the only medium of telephonic communication available

⁹The Pacific Telephone and Telegraph Company is a directly controlled subsidiary of American Telephone and Telegraph Company which maintains world-wide communication facilities.

to the business establishments of Corcoran, California. At least three of its customers are engaged in interstate commerce. Telephone service, both local and long distance, is so indispensable to the conduct of ordinary business affairs that its interruption in a community like Corcoran would necessarily burden and obstruct commerce. Such burden and obstruction, stemming from unfair labor practices prescribed by the Act, the Board is empowered to prevent.

II. The organizations involved

Cotton Products and Grain Mill Workers Union Local No. 21798, A.F.L., is a labor organization, chartered by the American Federation of Labor, admitting to its membership employees of the Boswell Company.

The J. G. Boswell Company Employees' Association of Corcoran and Tipton, California, is an unaffiliated labor organization, admitting to its membership employees of the Boswell Company at its Corcoran and Tipton plants.

III. The unfair labor practices

A. The Boswell Company

1. The organization of the Federal; interference, restraint and coercion.

The Boswell Company employs approximately from 45 to 189 production employees in its ginning and milling operations at Corcoran, California, a small town located in Kings County, in the San Joa-

quin Valley. The volume of its production and the number of its employees fluctuate seasonally, reaching an annual peak in October or November during the cotton-picking season, and declining to a low point in April of each year. From 45 to 55 old and experienced employees occupying key positions are kept on the pay roll doing repair work and other odd jobs when the gins and the oil mill are closed, but most of the employees are laid off between seasons. Owing to a shortage in the cotton crop in 1938, the ginning and milling season of 1938-39 was a short one. During that season the Boswell Company operated 4 of its gins only one shift daily instead of running 6 gins 24 hours daily, as it had done during the preceding year and employed at the peak of the season, during the week ending October 27, 1938, only 86 production employees as compared with 189 employed at the peak of the 1937 season. During the 1938-39 season the Company operated its gins from September 30, 1938, to January 24, 1939, and its mill, for the pressing of seed from cotton picked in 1938, from October 24 to November 15, 1938, and from January 5 to 12, 1939. Thereafter until the time of the hearing the mill was operated on three separate occasions for a total of 9 days. During the preceding season the gins had been operated until late in February 1938, while the mill had been in operation from September 20, 1937 to March 7, 1938, from May 3 to 17, 1938, and from July 1 to September 27, 1938.

The Federal had its inception during the period

between the closing of the Boswell Company's gins in February 1938 and the commencement of the next ginning season. As early as January or February 1938 James Gilmore, an employee at the Boswell mill, had spoken to fellow employees about organizing a union. Early in March 1938 E. F. Prior, an American Feberation of Labor organizer, interested O. L. Farr, a Boswell employee, in the possibility of organizing employees at the Boswell Company's Corcoran plant in a union to be affiliated with the American Federation of Labor. Prior did not approach other employees until after the Boswell mill was reopened in July. On July 13 he held an organizational meeting in the American Legion Hall in Corcoran, to which he invited some 30 Boswell employees. Only six or eight persons attended. Among these were Clyde Sitton, a Boswell employee and nephew of Gordon Hammond, the superintendent of operations at the Boswell Company's Corcoran plant, Bill Robinson, a supervisory employee of the Company,¹⁰ and Gilmore.

On September 2, 1938, Prior, in an interview with Louis Robinson, a director of the Boswell Company and its general manager of operations in the San Joaquin Valley, Gordon Hammond, the superintendent of the Corcoran plant, and William Boswell, a director of the Company in charge of farming and cattle operations in the region, indicated his intention of organizing a union among the Bos-

¹⁰See p. 11, *infra*.

well employees and his desire to avoid any "misunderstanding" with the Company. In the course of the discussion, Robinson advised Prior that if he were attempting, like Prior, to organize a union he would approach the "key men" employed by the Boswell Company rather than a few "radical, ignorant, casual . . . part-time workers." Questioned by Prior, Robinson indicated that he was referring to Gilmore as one of the latter group. On the same day Prior obtained applications for membership in the Federal from Farr and several other Boswell employees. During September and October the Federal's organizing campaign gathered momentum and the interested employees held meetings at the homes of Farr and another Boswell employee. The Federal was formally established on November 5, when its charter was installed and officers were elected. L. A. Spear became president, R. K. Martin, secretary, and Farr, vice president.¹¹

Immediately following the organizational meeting conducted by Prior in July 1938, the Boswell

¹¹In addition to the three officers, the following employees were named as members in the Federal's charter: H. N. Wingo, George Andrade, Manuel Escobedo, and Pete Galvan. Boyd Ely joined the Federal early in September. Gilmore was a member of the Federal, but the evidence does not reveal when he joined. Elgin Ely, Walter Winslow, E. C. Powell, W. R. Johnston, and Stephen Griffin joined the Federal in November. Eugene Ely, a brother of Boyd and Elgin, became a member in January. In addition to these 15 persons whose membership in the Federal is evidenced by their own testimony or by the Federal's charter, 5 other Boswell em-

Company inaugurated a course of conduct tending to obstruct the formation and growth of the Federal. The Company's hostility to the Federal was initially expressed in the form of statements to employees at the plant, disparaging the Federal and threatening employees with loss of their jobs if they adhered to it.

On July 13, the day of Prior's meeting, Boyd Ely, who subsequently joined the Federal, remarked to certain fellow employees at the Boswell plant that he was thinking of attending the meeting to be held that night. Ely did not attend the meeting, but on the morning of July 14, as he was entering the plant, Tom Hammond, a supervisor of operations in the gin, stopped him and asked him if he had joined the Federal on the previous evening. Ely replied in the negative, whereupon Hammond remarked that the Federal was "a no-good bunch trying to run somebody else's business." A few days later Joe Hammond, a supervisor of operations in the mill, told George Andrade, who later became a member of the Federal, while Andrade was at work, that the Company would not tolerate a union, would not recognize it, and would close the mill if a union gained a foothold in the plant. He asked Andrade whether the Federal would feed him after the mill

ployees were mentioned by Board witnesses as being members of the organization. These were: Joe Briley, Elmer Eller, Lawrence Galvan, Ignacio Galvan, and Andrew Galvan. Lawrence, Ignacio, Andrew, and Pete Galvan, and Manuel Escobedo never attended meetings of the Federal.

was closed. Joe and Tom Hammond asked Farr on several occasions whether he was a member of the Federal. On one occasion Tom Hammond asked Farr who the other Federal members were, and advised Farr to "go where there was a union," since the Boswell Company did not want a union at its plant. During August 1938 Joe Hammond asked H. N. Wingo, who later became a charter member of the Federal, while the latter was at work in the mill, if he had joined the Federal. On another occasion, Joe Hammond asked Wingo "how the union was getting along" and remarked that if the men desired to belong to a union they should go to work elsewhere instead of trying to organize a union at the Boswell plant. In September 1938 just before the seasonal closing of the mill, Joe Hammond told Farr that he could not "use" either Farr or Martin in the mill in the future. Farr remarked that he had always worked in the mill when it operated in the past and Hammond replied, "But you never belonged to a union before this time." At about the same time Tom Hammond told Martin that if a union should gain a foothold among Boswell employees, the Company would "lock [the plant] up and shut the door."

As stated above, the Boswell Company's oil mill was closed on September 27, 1938. The gins were placed in operation beginning on September 30. During the first 2 weeks of October, Spear, Farr, and Martin, as a committee representing the Federal, called upon Gordon Hammond to discuss a

schedule of working hours for the coming season. During this conference Spear told Hammond that prospective Federal members were being intimidated and Hammond replied that he had not authorized "anything like that." Spear then asked Hammond if a notice to employees might not be posted in the machine shop at the plant, stating that the Company would not discriminate against its employees if they wished to join the Federal. Hammond declined to allow such a notice to be posted.

On or about October 15 Bill Robinson, a supervisor in the gins, asked Andrade whether he belonged to the Federal and, upon receiving an affirmative reply, stated that a union would not help the employees of the Boswell Company and that if an employee wanted to belong to a union he should go to a place where a union was already established. About a week later Robinson stated to Elgin Ely, who later joined the Federal, that Andrade was "working on borrowed time" because he was a union member, and that other employees with whom Ely was acquainted were "in the same boat." One of these, Robinson indicated, was Martin. On or about November 6 or 7 Tom Hammond asked Stephen Griffin, who joined the Federal about a week later, whether he had joined the Federal, and remarked that the Federal was "the worst thing that had ever happened here." He advised Griffin not to join it. On November 15 Tom Hammond twice remarked to Walter Winslow, a Federal member, that the mill was being closed that day "on account of the union." The mill, which had been reopened on October 24, was closed on

November 15 and two Federal members, Boyd Ely and Walter Winslow, were laid off together with other employees in the mill.

On November 17 Prior and a Federal committee consisting of Spear, Farr, and Martin conferred with Gordon Hammond and requested that he reduce working hours in the gins from 12 hours to 8 in order to spread employment and prevent further lay-offs. During that interview Spear told Gordon Hammond that Tom and Joe Hammond were discouraging membership in the Federal, and requested that this conduct cease. Gordon Hammond stated that he had instructed Tom and Joe Hammond not to talk about the Federal and that they had no "authority" to engage in anti-union activities inasmuch as they lacked the authority to hire and discharge employees at the plant. Griffin, Johnston, and Elmer Eller, Federal members then working at odd jobs, were laid off that day. The circumstances surrounding Griffin's and Johnston's lay-offs, as well as those of Boyd Ely and Winslow, mentioned above, are considered in Section III, A, 2, *infra*.¹²

The Boswell Company does not deny the foregoing facts with respect to the anti-union conduct of Tom Hammond, Joe Hammond, and Bill Robinson, but it contends that it is not responsible therefor. This contention is without merit. Notwithstanding the testimony of Louis Robinson and Gordon Hammond indicating that no one at the Boswell Company's Corcoran plant except Gordon Hammond is given

¹²No evidence was introduced as to Elmer Eller, whose case we dismiss herein.

the title of "foreman" or has the authority to hire and discharge employees, it is clear that Tom and Joe Hammond and Bill Robinson are supervisors¹³ who direct the work of the rank and file employees in the plant. The employees in the gins and mill are accustomed to receiving the Company's orders from these individuals and, in consequence, reasonably regard them as representing the Company in its relations with its employees. The statements of Tom and Joe Hammond and Bill Robinson, made to their subordinates at the plant during working hours, indicating that the Company was actively opposed to the Federal and might punish its employees for engaging in union activities, necessarily interfered with the employees in their self-organizational efforts.¹⁴ It is immaterial that, as the Boswell Com-

¹³For a detailed discussion of the duties of these and other supervisors and their relationship to the other employees, see Appendix.

¹⁴In the respondents' brief supporting their exceptions to the Intermediate Report, the Company inferentially denies this conclusion, pointing to the fact that all the employees who testified to the anti-union activity of Tom and Joe Hammond and Bill Robinson were not deterred thereby from joining or remaining in the Federal. There is no merit to this argument. *Matter of Consumers' Power Company*, a corporation, and Local No. 740, United Electrical, Radio & Machine Workers of America, 9 N. L. R. B. 701, enf'd. *Consumers Power Company v. National Labor Relations Board*, 113 F. (2d) 38 (C. C. A. 6); cf. *National Labor Relations Board v. Brown Paper Mill Company, Inc.*, 108 F. (2d) 867, cert. den. 310 U. S. 651, enf'g *Matter of Brown Paper Mill Company, Inc., Monroe, Louisiana and International Brotherhood of Paper Makers*, affiliated with the American Federation of Labor, etc., 12 N. L. R. B. 60.

pany claims, Tom and Joe Hammond and Bill Robinson were not expressly authorized to intimidate and coerce the employees of the Company with respect to their union activities. In view of the supervisory positions held by these individuals, the Company is responsible for their conduct above described.¹⁵

Moreover, after the Federal had complained to the Boswell Company of the activities of its supervisors, the Company failed to take any effective measures to stop them from interfering with the union activities of its employees, or dispel the employees' belief that its attitude toward the Federal was that imputed to it by Tom and Joe Hammond and Bill Robinson. Although Gordon Hammond testified that he had "spoken to" Tom and Joe Hammond there is no evidence that he employed more drastic means to require them to respect the employees' rights of self-organization. The facts demonstrate that his claimed reprimands were not taken seriously. As stated above, Gordon Hammond declined, early in October 1938, to permit posting of the notice suggested by Spear. Under these circumstances, the Boswell Com-

¹⁵International Association of Machinists, etc., v. National Labor Relations Board, 61 S. Ct. 83, reh. den. December 9, 1940, aff'g 110 F. (2d) 29 (App. D. C.), enf'g Matter of the Serrick Corporation and International Union, United Automobile Workers of America, Local No. 459, 8 N. L. R. B. 621; Consumers Power Company v. National Labor Relations Board, 113 F. (2d) 38, (C. C. A. 6), enf'g Matter of Consumers Power Company, a corporation, and Local No. 740, United Electrical, Radio & Machine Workers of America, 9 N. L. R. B. 701.

pany must be deemed to have ratified the illegal conduct of its supervisory employees.¹⁶

We find that by the foregoing statements and conduct of its supervisory employees, the Boswell Company interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

2. Discrimination with respect to hire and tenure of employment.

Spear, Martin, Farr, Andrade, Wingo, Briley and
Powell

a. The evictions

On November 17, 1938, in the afternoon following the above-described conference between Gordon Hammond and the Federal representatives, Tom Hammond angrily accused Farr and Spear, who were at work in the gin, of "trying to get his job" by reporting his anti-union statements to Gordon Hammond, and remarked to Farr, "We are going to straighten this out tomorrow."

¹⁶See *H. J. Heinz Company vs. National Labor Relations Board*, 311 U. S. 514, aff'g 110 F. (2d) 843 (C. C. A. 6), enf'g *Matter of H. J. Heinz Company and Canning and Pickle Workers, Local Union No. 325*, affiliated with *Amalgamated Meat Cutters and Butcher Workmen of North America, American Federation of Labor*, 10 N. L. R. B. 963; *Matter of Swift & Company, a corporation and Amalgamated Meat Cutters and Butcher Workmen of North America, Local No. 641 and United Packinghouse Workers Local Industrial Union No. 300*, 7 N. L. R. B. 269, enf'd as mod., *Swift & Co. v. National Labor Relations Board*, 106 F. (2d) 87 (C. C. A. 10), reh. den. 106 F. (2d) 94.

On November 18 the following Federal members were employed at the plant: Spear, Martin, and Farr, as ginners; Wingo and Briley, as pressmen in the gins; Andrade, as a sack sewer, and Powell, assigned to hauling bales in the plant yard.¹⁷ By prearrangement, these employees wore their union buttons in the plant that day for the first time. Apparently in response to the Federal's suggestion, the working hours had been reduced, and Spear's gin was scheduled to start at 10 o'clock in the morning instead of at 7:00, the customary hour.

At 10 o'clock that morning, the power driving the gins was turned off and Bill Robinson and others sent the Federal members to the plant yard for "a little meeting," an anti-union demonstration in which a large number of the employees of the Company participated. Tom and Joe Hammond and Bill Robinson were present, as were Kelly Hammond, the night supervisor in the oil mill, and Oscar Busby, the head machinist. Rube Lloyd, another supervisory employee, loudly demanded that the union men be "thrown out" of the plant. The Federal members were heckled about their union affiliation and the disturbance culminated in three men seizing Spear, president of the Federal, and forcibly propelling him across the road to Gordon Hammond's office

¹⁷Pete, Ignacio, and Andrew Galvan, employees in the mill who were inactive members of the Federal, were also apparently working at the plant on November 18. All the other employees who were then Federal members had been laid off prior to November 18.

in the Company's office building. Someone in the crowd, meanwhile, proclaimed, "The Company is behind us."

Gordon Hammond was not in his office that day. After the crowd of employees entered the office building, someone demanded that Louis Robinson discharge the union men. Robinson, who had been in a nearby office, then appeared momentarily and ordered the employees in the crowd to return to work, saying that he would "straighten things out" presently.

The Federal members thereupon returned to their posts, but they were prevented from working. The power from the main power plant was not turned on; Kelly Hammond and Bill Robinson, accompanied by Joe Hammond, entered the gin building and turned off the motors driving the machine operated by one of the Federal members, and Robinson ordered another, Martin, not to start his gin. One of the Federal members appealed for help to Tom Hammond, supervisor of the gins, but Hammond walked away without assisting him. Bill Robinson then advised several of the Federal members to leave the plant, saying that this was a "suggestion" rather than an "order" and asserting that the other employees had refused to work with the union men. Spear, Farr, Martin, Andrade, Wingo, and Briley thereupon left the plant and went to Farr's house. These six employees together with Powell, who also left the plant shortly afterwards under the circumstances described *infra*, were the only active members of the Federal employed in the plant that day.

Farr telephoned to Louis Robinson and told him what had occurred, inquiring whether the Federal members should immediately return to work. Robinson replied in the negative, stating that he would "think the matter over" and notify the Federal members later of his decision.

After the employes had left the plant yard, Powell, who had witnessed the gathering and dispersal of the crowd, was ordered by Bill Robinson to go into the gin building and take the #4 press job. Powell discovered that this was Briley's job and told Tom Hammond that he was unwilling to take it. Hammond then directed Powell to take the #1 press. Upon ascertaining that that was Wingo's job, Powell again declined to perform the work, on the ground that he would be "scabbing." Bill Robinson then told Powell that he had better remove his union button before the other employees discovered that he was wearing it and "scattered up the ground with him." Powell thereupon left the plant and joined the other Federal members at Farr's house.

The Testimony of the Federal members who described the above occurrences was uncontradicted.¹⁸

¹⁸At the hearing, and in their exceptions and brief, the respondents impugned the credibility of Powell, upon whose uncontradicted testimony we base our findings respecting the circumstances under which Powell himself left the plant. We conclude, upon a consideration of Powell's entire testimony in the light of the other evidence tending to corroborate or discredit it, that his testimony is substantially worthy of credence. In this instance, he was believed by the Trial Examiner, who was in the best position to evaluate his credibility.

The Boswell Company does not deny that the Federal members were evicted from its plant,¹⁹ but it contends that it is in no wise responsible for the episode, claiming that its non-union employees, without authority from the Company, ousted the Federal members because they resented their presence and their organizational activities, particularly those which led to a reduction of working hours on November 18, 1938.²⁰ The facts, as revealed by the uncontroverted

¹⁹The Company claims, in its exceptions and brief, that the union men left the plant voluntarily; inferentially, it claims that they acted unreasonably in departing without notifying or appealing to Louis Robinson. Without speculating as to what might have happened if the union men remained longer at the plant, we hold that they acted reasonably in leaving the premises and then appealing promptly, as they did, to Louis Robinson. With the acquiescence and assistance of the Boswell Company's supervisors, the Federal members were being subjected to interference which rendered it impossible for them to work. They had already been confronted with a show of force. Under the circumstances, Bill Robinson's "suggestion" that they leave the plant was necessarily interpreted as a threat that further interference with their work, if not actual assaults, would ensue if they failed to comply therewith.

²⁰There is no evidence to indicate that the non-union employees were actually resentful of the Federal's action in requesting a reduction of working hours. Even if we assume, however, that this was the case, it does not absolve the Boswell Company from responsibility for the eviction of the Federal members, for the reason, among others, that the Boswell Company by its conduct described in Section III, A, 1, *supra* had encouraged an attitude of hostility to the Federal on the part of its non-union em-

evidence, are not susceptible of this interpretation. Bill Robinson and Kelly Hammond, both supervisory employees²¹ for whose anti-union conduct the Boswell Company is responsible, were the active leaders of the disturbance and the principal molesters of the Federal members. Tom and Joe Hammond were present in the crowd which heckled the Federal men in the plant yard, and they were in the gin building at the time when the Federal members were prevented from resuming their work. These supervisors made no attempt to restore discipline, if they did not actually incite and encourage the attack on the Federal members. Rube Lloyd, who was present in the crowd and who voiced the suggestion that the union men be bodily ejected, is another supervisory em-

²¹See Appendix.

ployees. See *Clover Fork Coal Co. v. National Labor Relations Board*, 97 F. (2d) 331 (C. C. A. 6) enf'g *Matter of Clover Fork Coal Company and District 19, United Mine Workers of America*, 4 N. L. R. B. 202; *National Labor Relations Board v. Sunshine Mining Co.*, 110 F. (2d) 780 (C. C. A. 9), cert. den. 61 S. Ct. 447, rehearing den. 61 S. Ct. 619, enf'g *Matter of Sunshine Mining Company and International Union of Mine, Mill and Smelter Workers*, 7 N. L. R. B. 1252; *Matter of General Motors Corporation and Delco-Remy Corporation and International Union, United Automobile Workers of America*, Local No. 146, 14 N. L. R. B. 113, enf'd *National Labor Relations Board v. General Motors Corporation*, 103 F. (2d) 306 (C. C. A. 7); *Matter of Hudson Motor Car Company and International Union, United Automobile Workers of America*, A. F. of L., 34 N. L. R. B., No. 100; *Matter of Weirton Steel Company and Steel Workers Organizing Committee*, 32 N. L. R. B., No. 179.

ployee for whose conduct the Boswell Company is responsible.²² It is thus apparent that representatives of the Company initiated, led, and countenanced the entire anti-union demonstration. The "ordinary" employees in the plant, in so far as they participated in the demonstration, acted on the assumption that "the company was behind them." We think that this assumption was correct.

Louis Robinson, himself, after ordering the employees who crowded into Hammond's office to return to work, failed to take any measures to stop the demonstration which was in progress. At the hearing his only explanation of his failure to "straighten things out" in the plant was that he learned of the departure of the Federal members from the plant before he considered it "the proper time" to execute his alleged pacific intention. At about 2 o'clock in the afternoon of November 18, Robinson reported the morning's episode to the president of the Boswell Company in a letter which depicted his attitude as one of partisanship against the Federal and sympathetic condonation of the acts of the individuals who had interrupted the operations of the plant and evicted seven employees.²³ Although Robinson as-

²²See Appendix.

²³The letter reads, in part, as follows:

For some time a Mr. Pryor representing himself as an organizer for the Vegetable Oil Workers' Union of Long Beach has been endeavoring to organize a local chapter of this union in our plant. He and his followers were never able to get enough members to form the union and after working several months they began to

served in this letter that misconduct on the part of the Federal members had caused the trouble, and that the 10 o'clock "meeting" was agreed upon by both union

"put the heat on" our employees in an effort to force in more members. This was done by offering to accept membership without charge and by threatening to "roll" the employees for their jobs if they did not join the union. The threat was made that soon the ginning season would be over that the non-union men fired and the union men retained in the jobs.

This morning at ten o'clock on their own volition, the employees, both union and non-union, agreed to have a meeting to discuss the matter. The three tentative officers of the local proposed chapter [the Federal] were at the meeting. According to the best information I could get, the meeting practically amounted to nothing but that the non-union men decided that the three tentative officers were making unnecessary disturbance and endangering their jobs. They therefore took the three union men and bodily threw them off the property. The employees then came to see me in a body and demanded that I fire the union men. They were pretty well worked up and I endeavored to calm them down and persuaded them to go back to work, but the non-union men evidently kept a little pressure on the union men and in a few minutes the union men left their jobs.

* * * About noon one of the tentative union officers called me on the telephone and told me he wanted to do the right thing and asked for suggestions as to what he should do. I replied that the Company also wanted to do the right thing and that I would have to give the matter some thought. While I was at lunch, this party called for me again and advised the switchboard operator that he could call again later in the afternoon. Up to this time he has not called.

and non-union employees, he was unable to testify definitely as to the information leading him to make these statements which, as an impartial inquiry would have revealed, were not in accord with the facts. Indeed, Robinson admitted at the hearing that he had made no "special investigation" to ascertain the origin of the disturbance. Nor did he discipline the employees who had staged the anti-union demonstration during working hours. At the hearing, when asked what action he had taken against the persons whom he described in his letter as having "bodily" ejected three union men, he testified, "I didn't discharge anybody and I didn't deduct any salary from them but we did register disapproval of that action." His method of registering disapproval, he testified, was "by the action of the Company, by talking to the men, and by posting these notices to show that we didn't approve * * *." He did not "talk to the men" in any assembly of employees called for the purpose of delivering a reprimand.²⁴ The

²⁴On cross-examination by the Board's attorney Robinson testified as follows:

Q. Did you talk to any single men regarding that incident of November 18, 1938?

A. I don't recall any particular conversation, but in talking with the men at times I let it be known that I did not approve of that action.

Q. Now, can you give us the name of a single man to whom you registered disapproval of the action of November 18, 1938?

A. I can't give you the name of a single man and tie it to a particular conversation because I don't remember any specific conversation.

“notices” referred to by Robinson were identified by him as a notice which he posted at the insistence of an agent of the Board who came to Corcoran to investigate charges of unfair labor practices filed by the Union on November 23. This notice reads as follows:

This company will not through its proper representatives or otherwise, restrain, coerce, intimidate or interfere with our employees’ right to self-organization and, furthermore, will not discriminate with reference to hire or tenure of employment because of affiliation with the American Federation of Labor or any other bona fide labor organization, as guaranteed by the National Labor Relations Act. This notice will be posted for a period of 15 days.

Robinson’s testimony reveals that his only purely voluntary act with reference to this notice was to amend the draft submitted by the Board’s agent by substituting the words “proper representatives” for the words “supervisory employees.”²⁵ The notice, at most, announced to employees that the Boswell Company, through whatever agents it professed to recognize as such, would refrain in the future from violating Sections 8 (1) and (3) of the Act. In view of the continued absence from the plant of the ousted employees and in view of Robinson’s leniency toward the persons who had led the November 18

²⁵Robinson testified that he construed “proper representatives” as referring only to himself and Gordon Hammond.

demonstration this notice cannot have impressed the employees as a sincere disavowal or condemnation by the Company of the anti-union activities of its plant supervisors.²⁶

We find that the Boswell Company, by the acts of its supervisory employees, by its failure to make any reasonable attempt to maintain or restore discipline in its plant on November 18, 1938, and by its subsequent condonation of the eviction of the Federal members from its plant, is responsible for the ouster of Spear, Martin, Farr, Wingo, Andrade, Briley, and Powell,²⁷ from their employment on November 18, 1938, because of their membership and activities in the Federal, and that it thus discriminated with

²⁶Cf. *Matter of General Motors Corporation and Delco-Remy Corporation and International Union, United Automobile Workers of America, Local No. 146*, 14 N.L.R.B. 113, enf'd National Labor Relations Board v. General Motors Corporation, 103 F. (2d) 306 (C.C.A. 7).

²⁷Although Powell was not subjected to so much personal molestation as were the other union members, he left the plant under Bill Robinson's threat that he would incur physical violence if he did not remove his union button. During subsequent conferences, discussed *infra*, when Prior sought to have the ousted Federal members reinstated, both the Federal and the Boswell Company representatives considered Powell as one of the Federal members who had been forced out of the plant. Like the others, he received his wages from the Company for November 18 and the subsequent period during which his job was open. We do not, therefore, distinguish Powell's case from that of the others on the basis of the variation as to the circumstances under which he left the plant.

respect to the hire and tenure of employment of said employees, and discouraged membership in the Federal. By this conduct, the Boswell Company interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

- b. The Boswell Company's refusal to reinstate the ousted employees.

Following the occurrence of November 18, 1938, none of the ousted Federal members, except Briley, was reinstated in the employ of the Boswell Company. Briley was reinstated within a few days after the evictions upon making application individually to Gordon Hammond.²⁸ Briley did not testify at the hearing. As we have found, the Boswell Company discriminated with respect to Briley's hire and tenure of employment on November 18, 1938, but since he was promptly reinstated and is not seeking relief, it will be unnecessary to order the Boswell Company to take affirmative remedial action with respect to him.

Although they were not working at its plant, the Boswell Company continued to pay to the other evicted employees their regular wages for the period from November 18 until the dates, a week or two later, when their jobs ended for the season with the cessation of the Company's 1938 ginning operations. It then notified them of the termination of

²⁸On or before November 28, 1938, Briley joined the Association, which we find, *infra*, to be dominated and supported by the Boswell Company.

their employment by registered letters, hereinafter described in more detail. The Company's conduct toward these six employees, individually and collectively, during the period from November 18 to the dates of the registered letters not only substantiates our conclusion that it condoned and adopted as its own the acts of its employees who had staged the demonstration of November 18, 1938, but also constituted further unfair labor practices. The complaint alleges that the Boswell Company by its refusal to reinstate to their positions the employees ousted on November 18 further discriminated against them to discourage membership in the Federal. The Boswell Company denies this allegation in its answer to the complaint. In its exceptions to the Intermediate Report and its brief filed in support thereof the Boswell Company contends that it was "willing" to reinstate the ousted employees whenever there was work available for them, but that none of them applied for reinstatement after November 18, 1938, or offered to accept employment with the Boswell Company, except that Prior, on their behalf, "made the conditional offer that they must all be reemployed, or none of them would return." The Company also asserts, by implication, that its duty toward the employees in question was discharged by its action in paying them the sums which they would otherwise have earned as wages from November 18, 1938, until their jobs terminated for the season.

The Boswell Company is in error in assuming

that the evicted employees were obliged to take the initiative in seeking reinstatement. Immediately following the anti-union demonstration of November 18, for which it was responsible, the Company was under the affirmative duty to offer reinstatement to the employees who had been forced to leave their work, and to safeguard them by reasonable means against further molestation in its plant.²⁹ Its action in paying wages to them for the brief period which remained until the end of the season's operations, without restoring them to their regular positions of employment, obviously did not discharge this duty.

The record shows that not only did the Boswell Company fail to come forward with an offer to reinstate the employees in question, but also, contrary to its contention, it failed and refused to grant them reinstatement when they applied therefor. Its dealings with the Federal, as the collective representative of the evicted employees were as follows:

When Farr telephoned to Louis Robinson at 11 a.m. on November 18 and asked Robinson whether the Federal members should return to work, Robin-

²⁹See *Matter of General Motors Corporation and Delco-Remy Corporation and International Union, United Automobile Workers of America, Local No. 146*, 14 N.L.R.B. 113, enf'd *National Labor Relations Board v. General Motors Corporation*, 103 F. (2d) 306 (C.C.A. 7); *Matter of General Shoe Corporation and Georgia Federation of Labor*, 5 N.L.R.B. 1005, consent order enf'd *National Labor Relations Board v. General Shoe Corp.*, 99 F. (2d) 223 (C.C.A. 5).

son replied that he wanted time to "think the matter over" and that he would notify the Federal later of his decision. That evening Prior telephoned to Robinson and announced his intention of coming to Corcoran to attempt to "straighten the matter out." Robinson replied that he knew very little about the disturbance and that "before he did or said anything" he would await a report from the Company's employees, who were holding a meeting that night. This meeting, as we find in Subsection III A, 3 *infra*, was the first organizational meeting of the company-dominated Association.

On the morning of November 19 Prior, Martin, and Spear called upon Louis Robinson and Gordon Hammond. On that day, and for at least a week thereafter, there was work for all the ousted employees. Prior stated to Robinson and Hammond that he had come to discuss the anti-union demonstration of the preceding day, and to request the reinstatement of the employees in question. Robinson indicated that he would "feel out sentiment" among the employees in the plant, remarking that the situation was "tense" and that he must proceed with care to avoid another "flare-up." Prior requested that Robinson notify him promptly of his decision respecting the status of the ousted employees, and Robinson, implying that the matter was one to be decided by the officials of the Boswell Company at its Los Angeles office, disclaimed authority to expedite a determination by his superiors.

In only one material respect is the evidence con-

cerning this conference in conflict: Robinson testified that he stated to the Federal representatives that the ousted employees were at liberty to return to work at any time, that his purpose in "feeling out sentiment" among the other employees in the plant was merely to ascertain whether there was any necessity of furnishing special protection for the evicted employees, demanded by the Federal, but deemed unnecessary by Robinson. Prior, Martin, and Spear denied in their testimony that Robinson offered to permit the Federal members to return to work. It is unnecessary to resolve this conflict, since it is admitted by the Boswell Company that Robinson refused to agree to furnish the Federal members with special protection against further molestation while at work in the plant, and in view of the events of the preceding day and Robinson's statements as to the "tensity" of the situation, the evicted employees were justified in declining to return to work without a definite guaranty of protection.³⁰ Moreover Robinson's claim that he of-

³⁰Cf. *Matter of National Motor Rebuilding Corp. and International Association of Machinists*, District No. 15, A. F. of L., 19 N.L.R.B. 503; *Matter of Dixie Motor Coach Corporation and Sunshine Bus Lines, Inc., and Brotherhood of Railroad Trainmen*, 25 N.L.R.B., No. 98; *Matter of Continental Oil Company and Oil Workers International Union*, 12 N.L.R.B. 789, enf'd as mod., *Continental Oil Company v. National Labor Relations Board*, 113 F. (2d) 473 (C.C.A. 10); remanded to Board for determination of another issue, 61 S. Ct. 861; *Matter of Weirton Steel Company and Steel Workers Organizing Committee*, 32 N.L.R.B., No. 179.

ferred to reinstate the ousted employees is belied by the Company's entire course of conduct during the period of approximately 2 weeks subsequent to the interview of November 19, when work remained available for at least some of them.

On the afternoon of November 19, not having been notified of any decision by the Company respecting the status of the ousted employees, the Federal voted to boycott the Boswell Company's products. On November 23 Prior filed with the Board the original charge in this proceeding. Within the next few days an agent of the Board persuaded Robinson to post the notice to employees, disclaiming any intention to violate the Act, to which we have referred above. On November 25, 1938, Prior called upon J. G. Boswell, president of the Boswell Company, in Los Angeles, and informed Boswell that the Federal desired to settle its differences with the Company. Boswell stated to Prior that the matter was entirely in the hands of the local management in Corcoran and that the position of the Company was expressed in the notice posted at the plant.

On November 26 or 27 Prior, accompanied by one or two of the ousted employees, again called at the Boswell Company's plant in Corcoran and interviewed Gordon Hammond.³¹ At that time the

³¹Prior testified that, accompanied by Spear, he had one conversation with Hammond, on November 27. Hammond testified to two conversations with Prior and Martin on November 26 and November 27. The conflict is immaterial.

ginning season was coming to a close, and the jobs in which Martin, Andrade, and Powell were employed on the day of the evictions came to an end on November 26. The Boswell Company did not notify the three affected employees of these facts, however, until November 28, when it sent to them registered letters announcing the "termination" of their "employment." When Prior saw Hammond on November 26 or 27, he renewed his request that the Company reinstate the ousted Federal members. Hammond indicated, generally, that the Company was willing to reinstate the employees in question, but that there was insufficient work for all of them at that time. He gave the Federal representatives no specific information as to which or how many of the six jobs in question were still available. Prior requested some clarification of the status of those employees whose work for the season might already have ended, and Hammond disclaimed authority to speak for the Boswell Company in regard to its future policy in this respect, remarking that he was himself "only a hired hand."

On November 28, Prior called upon Louis Robinson and stated that he had come to discuss the reinstatement of the evicted employees, remarking that the Federal now believed that a statement by "someone in authority" in the Boswell Company that "there was to be no arguments on the job" would be sufficient to protect the Federal members against molestation by the other employees. Robinson asked Prior to name the Federal members in question.

Prior named Spear, and Robinson made a penciled note of Spear's name, remarking that there might be a few days' work for him from time to time. Prior then named Martin. Robinson thereupon put down his pencil and said that Martin's gin had just closed down and that there was no work for Martin, indicating that his prospects of future reinstatement were indefinite. As to the precise terms of Prior's rejoinder to this statement, the testimony of Prior and Robinson is in conflict. Prior testified that he said that

if that was the attitude in regard to Mr. Martin, that we could not have *some understanding as to him*, as well as the rest of them, there was no need of naming any further, * * * (Italics added).

Robinson's version is that Prior said

Well, *if you don't have any work for Martin*, there is no use to talk any further. (Italics added).

Prior then took his departure. Without deciding precisely what words were used by Prior at the close of the interview, we are convinced, in view of all the circumstances, that Prior's testimony correctly reflects the substance of his statement to Louis Robinson, and that both men interpreted Prior's statements as a demand, merely, for some recognition by the Company of the right of all the evicted Federal members to be assured of the reinstatement to which they were entitled. We find that the evidence does not support the Company's claim that

Prior, on behalf of the ousted employees, made a "conditional" application for reinstatement.

On November 28, subsequent to the interview between Robinson and Prior,³² and on December 6, the Boswell Company sent to the ousted employees the afore-mentioned registered letters announcing the termination of their jobs. In the meantime, during the period when Prior was engaged in his unsuccessful negotiations with its officials, the Boswell Company demonstrated to its employees in various ways its determination to exclude from its employ persons who adhered to the Federal.

During this period Gordon Hammond interviewed several of the employees individually. Spear testified that on November 19 subsequent to the conference between Prior and the officials of the Boswell Company, Gordon Hammond sent for him and said to him, "Now Lonnie, you see what this union business has led to. You can't hope to put it over. * * * If you will drop this union business you can come back to work." According to Spear, Hammond made a similar offer to reinstate him if he would renounce the Federal, shortly after Spear received his registered letter of December 6. On both occasions, Spear rejected the offer. Powell testified that shortly after November 28, 1938, Gordon Hammond told him that he might have a job with the Boswell Company whenever he discovered that the Federal was "all hoocy," and "a bunch of fellows claiming

³²Robinson testified that he wrote these letters either just before or just after his talk with Prior.

something they couldn't back up," and that he replied that he intended to "string along" with the Federal. Farr testified that on November 26 he saw Hammond and told him that he was ready to return to work, that Hammond inquired whether his name was still O. L. Farr, and stated, "Well, under these conditions we can't use you at this time," remarking that he had told Prior earlier that day that he could not "use those fellows." Farr's job, according to the registered letter sent to him by the Boswell Company, did not terminate until a week subsequent to this conversation. Gordon Hammond denied having the conversation with Farr to which the latter testified. He admitted having conversations with Spear and Powell on the occasions to which they testified, but denied that he had made the conditional offers of reinstatement which they imputed to him and claimed that both Spear and Powell indicated to him, in the conversations held early in December, that they would not accept reinstatement without Prior's permission. Spear denied that he had made any such statement to Hammond. Powell, who denied on cross-examination by the respondents' counsel that he had received any instructions from Prior as to whether or not he should apply to the Boswell Company for reinstatement, was not interrogated as to whether he told Hammond that this was the case. Prior himself denied at the hearing, that he had directed the evicted Federal members not to accept reinstatement or apply therefor. We find the facts as to

these various conversations to be substantially as set forth in the above-described testimony of Spear, Powell, and Farr.

Meanwhile, between November 18 and 28, the Association was formed. As we find in Section III, A, 3, *infra*, this organization, the formation of which was dominated and interfered with by the Boswell Company, was organized principally for the purpose of exterminating the Federal. In the letter describing the evictions and the formation of the Association, which he wrote to his superiors on November 18, 1938, Louis Robinson clearly indicated that it was his intention to let a committee of the Association determine under what conditions the evicted Federal members should be permitted to return to work:

I have suggested to some of the cooler heads that at the meeting tonight [the organizational meeting of the Association on the evening of November 18] they appoint a committee to talk with the union men that were run off the job this morning and offer to allow them to come back to work on some basis as might be agreed on at the meeting of the employees tonight.

The record does not indicate whether any action was taken pursuant to this suggestion. Robinson's conduct with respect to the Federal's demands for the reinstatement of its members, however, must be interpreted in view of his opinion, revealed in this letter, that the question of "allowing" the evicted Federal members to return to work might

properly be decided by an organization formed, with the respondent's support, for the purpose of combating the Federal.

The registered letters notifying Martin, Andrade, and Powell of the termination of their jobs were sent to them on November 28. Registered letters substantially identical in wording were sent to Spear, Farr, and Wingo on December 6. Each of these letters, except Powell's, stated that on a certain date the operation on which the employee addressed had been working on November 18 was closed down. The letters continued: "* * * and your employment by this Company terminated at that time. Your closing pay check has been issued and will be delivered to you at the usual place in our Corcoran office." Powell's letter, alone, contained phraseology intimating that he might possibly be rehired by the Boswell Company in the future, stating, "* * * we will not need your further services *at this time.*" (*Italics added*). As Louis Robinson admitted at the hearing, it is not the practice of the Company to employ the medium of registered letters to notify its employees that they are laid off or that their jobs have terminated. The Boswell Company claims that its sole purpose in sending these letters was to convey to the employees in question the information, not available to them because of their absence from the plant, that the jobs in which they had been working on November 18 had come to an end, and Louis Robinson testified generally to this effect. The Company denies inferentially, that the letters were intended as notices of

discharge. We think, however, that it was inevitable that the recipients of these letters should conclude, as several of them testified they did, that the letters signified final dismissal. In view of the preceding events, the Company's failure to make any statement in the letters with reference to the prospective reinstatement of the employees addressed—employees who had been ousted from its plant and had since the ouster unsuccessfully sought reinstatement—necessarily indicated that the "termination" of their "employment" was final. We find that, in any event, these letters afforded the recipients reasonable grounds to believe that further application to the Boswell Company for reinstatement would be fruitless. Even if these employees had previously been subject to some obligation to apply to the Boswell Company for reinstatement in order to be entitled thereto, the Company's conduct in sending them the registered letters would have relieved them, thenceforth, of such obligation.³³

³³Although Powell's case might be distinguished from that of the others on the basis of the variant phraseology of the letter sent to him, the offer of reinstatement made to him by Gordon Hammond within a few days subsequent to the date of this letter was a conditional offer, an act of discrimination in and of itself, which excused Powell thenceforth from making application for reinstatement. See *Matter of The Kelly-Springfield Tire Company and United Rubber Workers of America, Local No. 26, et al.*, 6 N.L.R.B. 325; *Matter of Newark Rivet Works and Unity Lodge No. 420, United Electrical & Radio Workers of America, C.I.O. etc.* 9 N.L.R.B. 498.

Conclusions with respect to the Boswell Company's conduct subsequent to November 18, 1938

In summary, although the Federal members discriminatorily ousted from their jobs were not bound to apply for reinstatement, but were entitled to await an offer from the Company, they did make application through the Federal, until they were notified by the Company that their "employment" was "terminated." From November 18 until the time when the end of the ginning season afforded it an excuse for declining to restore the employees in question forthwith to their positions, the Boswell Company parried the Federal's rightful demand that it reinstate the employees in question. By its refusal, on November 19, to reinstate the Federal members except, as it claims, under circumstances requiring them to assume the risk of further molestation at their work, the Company left its duty to reinstate these employees unperformed. Thereafter, in dealing with Prior, it employed evasive and dilatory tactics. Robinson claimed that he needed time to "sound out sentiment," and referred Prior to his superiors in Los Angeles, who, in turn, informed Prior that the Corcoran officials of the Company had full discretion. Gordon Hammand, on November 26 or 27, withheld specific information as to any concessions which the Company may then have been prepared to make. Meanwhile, the Boswell Company at no time came forward with an offer to reinstate the employees in question dur-

ing the week when all their jobs remained open. On the contrary, by offering on November 19 to reinstate Spear, the Federal president, provided that he would renounce his affiliation with the Federal; by rejecting Farr's individual application for reinstatement on November 26, when work was still available for him; by assisting in the formation of the Association and delegating to it some authority with respect to reinstatement of the employees; and by declining to make any commitment with respect to the future employment of those Federal members whose jobs were ended for the season, the Company manifested its determination to exclude the ousted employees from positions at its plant so long as they adhered to the Federal.

On November 28 when Prior last discussed the reinstatement of the evicted employees with Louis Robinson, all these employees were still entitled to be offered reinstatement, effective immediately or as soon as work should again become available. This Prior justifiably demanded. Under the circumstances, Prior's refusal to discuss a settlement between the Federal and the Company except on the basis of some redress for all the Federal members who had suffered from the same act of discrimination gave the Boswell Company no warrant to assume that a bona fide offer on its part to perform its remedial duty toward the ousted employees would be rejected by them. Nor, after sending the registered letters of November 28 and December 6, can the Boswell Company justifiably claim that the

failure of the ousted employees thereafter to apply for reinstatement signified a voluntary surrender by them of their employment. Its offers of reinstatement made to Spear and Powell shortly after the registered letters were dispatched, were conditional offers, the rejection of which did not affect the remedial rights of Spear and Powell.³⁴

We find that by its conduct following the evictions the Boswell Company refused to reinstate Martin, Farr, Spear, Andrade, Wingo, and Powell because of their membership in the Federal, thus further discriminating with respect to their hire and tenure of employment and discouraging membership in the Federal. By this conduct, the Boswell Company interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

Elgin Ely

The amended complaint alleges, and the Boswell Company's answer denies, that the Boswell Company discriminated with respect to the hire and tenure of employment of Elgin Ely by reducing his pay from 40 cents to 35 cents per hour, on or about November 3, 1938, and by refusing to reemploy him on or about December 2. Ely was first employed

³⁴Matter of Carlisle Lumber Company and Lumber and Sawmill Workers' Union, Local 2511, Onalaska, Washington and Associated Employees of Onalaska, Inc., Intervenor, 2 N.L.R.B. 248, enf'd, National Labor Relations Board v. Carlisle Lumber Company, 94 F. (2d) 138, (C.C.A. 9) cert. den. 304 U. S. 575, and 99 F. (2d) 533, cert. den. 306 U. S. 646.

by the Boswell Company in the fall of 1936 and, with intermittent lay-offs, worked thereafter at various positions, both in the gins and the mill until November 15, 1938. After one lay-off he was rehired on October 24, 1938. Ely testified that he earned 40 cents per hour in October 1938, but the Boswell Company's records indicate that he actually worked for 1 day, October 24, as a press helper, at 35 cents per hour, then worked from October 25 through November 1 as the head pressman, at 40 cents per hour, resuming the press helper's job at 35 cents per hour on November 3. Gordon Hammond testified that Ely took the head pressman's job for 1 week because of the temporary absence of Joe Briley, the regular incumbent; that Ely went back to his regular job upon Briley's return; and that in each job he received the usual rate of pay for the job. There was no evidence to contradict Hammond's explanation of Ely's reduction in pay. We find, as did the Trial Examiner, that the Company did not discriminate against Ely by reducing his rate of pay on November 3, 1938.

Ely joined the Federal on November 11. On November 12, when he was paid for the week ending November 10, he discovered the above-mentioned reduction in his rate of pay and asked Tom Hammond, his supervisor, the reason for this. Hammond remarked to Ely, "Maybe the union had something to do with it . . . Maybe you should get your committee together and go up to the office and see if they couldn't find out something about it." On or about November 5, while at work, Ely had re-

ceived an injury to his thumb. An infection set in, and he was advised by his physician not to work until he recovered. On November 16, Ely reported this to Tom Hammond, who excused him from work. Ely was released for work by his physician on or about December 2, 1938. He did not then apply to the Boswell Company for reinstatement, however, because he had received from the Company a registered letter dated November 28, telling him that the No. 4 gin, on which he had been employed prior to November 16, had been closed on November 26, and that his "employment by this Company terminated at that time." This letter was identical with those sent by the Boswell Company on November 28 and December 6 to the Federal members who had been ousted from the plant on November 18. The Boswell Company introduced no evidence to show that it had ever before employed the medium of registered mail to notify employees absent from work on account of illness that they were laid off for the season. Nor did the Boswell Company have, in Ely's case, the pretext for sending such formal notice which it advanced to explain the other registered letters, namely, that the recipients were drawing their wages, although actually performing no work at the plant.³⁵ The Company, by sending Ely such a letter, indicated that

³⁵Ely's letter stated, as did the other letters, that his closing pay check had been issued and would be delivered to him at the office, but his Social Security record indicates that his last pay check was for the week ending November 17, 1938.

it considered Ely to be in the same class, and to merit identical treatment with the other Federal members whom it had ousted from its plant and thereafter refused to reinstate. In view of the entire background, the Company's acts of discrimination against the ousted employees, and its general antipathy to the Federal, we conclude that the Boswell Company intended, by its letter to Ely, to deter him from seeking reinstatement upon recovering from his injury. The letter had this effect.

The Boswell Company claims that it did not, as the Trial Examiner found, "discharge" Ely on November 26, because Ely would in any event have been laid off on that date, when the No. 4 gin was closed. Although it appears that Ely would probably have been laid off on November 26 in the normal course of events, it is clear that, in the absence of a purpose to deprive Ely of the expectancy of re-employment which he would normally have had, following an ordinary seasonal lay-off, the respondent would not have chosen the peculiar medium which it employed to notify him that his job had ended. Regardless whether the Boswell Company considered its letter to Ely a notice of discharge, it deliberately conveyed to Ely the impression that, as a member of the Federal, his employment by the Boswell Company was "terminated"—finally. We do not distinguish such a "lay-off" from a discriminatory discharge. We find, as did the Trial Examiner that on November 26, 1938, the Boswell Company discriminated with respect to the hire and tenure of employment of Elgin Ely, and thereby discouraged

membership in the Federal and interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

James Gilmore

The complaint, as amended, alleges that the Boswell Company discharged James Gilmore on or about May 17³⁶ and refused to reinstate him on or about July 1, 1938, because he attempted to form a labor organization among its employees. The Boswell Company denies this allegation in its amended answer. The Trial Examiner found that the Boswell Company discriminated against Gilmore by refusing to reinstate him.

Gilmore was first employed by the Boswell Company in 1928 and worked for it, with intermittent lay-offs, until July 1930. At that time he obtained other employment, then returned to the employ of the Boswell Company in September 1931. He continued to work for the Company until 1938, again with occasional lay-offs, in the mill and at various odd jobs in the plant. During the first 3 months of 1938 Gilmore was steadily employed in the oil mill. He was laid off on March 19, subsequent to the closing of the mill, and was reemployed during the next operation of the mill from May 2, to 17, when the mill was again closed, and he was laid off together with other employees. Gilmore was not

³⁶The amended complaint originally alleged that this discharge occurred on or about March 20, 1938. The allegation was amended with respect to this date by the motion made by counsel for the Board to conform the pleadings to the proof.

thereafter rehired, although the Boswell Company reopened its mill on July 1, 1938.

The Boswell Company contends that Gilmore never applied for employment subsequent to his lay-off in May. Gilmore testified without contradiction, however, that a day or two before the mill was reopened in July, he spoke to Julius Hammond, a supervisor employed by the Boswell Company in the mill, whom he had been accustomed to consult, to "find out when we were going to start back to work . . ." and that Hammond asked him what he was "going to do" for a job and stated that the Boswell Company had no work for him. Gilmore also testified that shortly after the mill reopened in July, he spoke to Gordon Hammond, who told him that his work had been satisfactory, but that there was no work available for him. Gilmore admitted, at the hearing, that he saw Gordon Hammond twice subsequently, during the summer of 1938, and that on neither occasion did he ask Hammond for work.

During the winter and spring of 1938 Gilmore had attempted to interest fellow employees of the Boswell Company in the formation of a union. During July he gave Prior some assistance in organizing the Federal and became a member of that organization.³⁷

³⁷Gilmore testified that in June 1938 Gordon Hammond, whom he encountered near the Boswell plant, accused him of "sneaking around" for the purpose of "signing up" employees in a union. Hammond, in his testimony, gave a contradictory version of this conversation. We find it unnecessary to resolve the conflict.

As the Trial Examiner found, the evidence does not indicate that Gilmore's lay-off on May 17, 1938, was discriminatory. Although the evidence affords some ground for the suspicion that his failure to obtain reinstatement in July was due to his union activity, we are not convinced that this was the case. It appears from Gilmore's own testimony that he was told by both Gordon and Julius Hammond, at or about the time when the mill was reopened, that there was insufficient work available to afford him employment, and there is no evidence to indicate that these statements were not true. Later, Gilmore failed to ask Gordon Hammond for work on several occasions when he had opportunity to do so. As we find in connection with the cases of Boyd Ely and Winslow, discussed *infra*, it is not clear that the Boswell Company customarily recalls its employees to work, upon resuming operations at its plant, in the absence of application by them. In view of the inconclusive character of the evidence, and the fact that the Boswell Company had rehired Gilmore in May, subsequent to the period when he first attempted to arouse interest in organizing a union, we find that the Boswell Company did not discriminate with respect to the hire and tenure of employment of Gilmore.

Boyd Ely and Walter Winslow

The employment of Boyd Ely and Walter Winslow with the Boswell Company terminated with the closing of the mill, where they were working, on November 15, 1938. The complaint alleges, and the

Trial Examiner found, that they were then locked out and were refused reemployment when operation of the mill was resumed on January 5, 1939, because of their Federal membership and activities.

Boyd Ely was first employed by the Company as a hay cutter in July 1936. In February 1937 he received an increase in pay and was transferred to the mill. In May 1937 he quit his job and obtained employment elsewhere for 2 or 3 months. In September 1937 he was rehired by the Boswell Company and was steadily employed thereafter until the middle of March 1938. He was again employed by the Company from the week of April 14 until the mill was closed in May. He was reemployed in the mill during the first week of July 1938, and was laid off on September 28, when the mill was again closed. On or about October 15 Ely was rehired in the mill, at an increased rate of pay, and worked until November 14. Ely reported for work on the night shift on November 14 and found the mill closed. He asked Joe Hammond, the supervisor of oil-mill operations, what was wrong, and Hammond replied that he did not know. Ely applied to Joe Hammond for work on the following day, but was not rehired.

Ely joined the union on September 5, 1938. The Boswell Company knew of his Federal affiliation at the time when it reemployed him in October 1938.

Winslow was first employed by the Boswell Company as a hay cutter, in September 1935. He worked for the Company until 1938, with intermittent lay-

offs, performing various jobs in the cattle corral, seed house, oil mill, warehouse, and plant yard. In 1938 he was steadily employed until the mill was closed in March, and he was again employed during May and July. During the summer months he was employed only part time, chopping weeds in the plant yard. He was again employed steadily in September; after about 2 weeks' work in the gins, he was transferred to the mill, where he worked until November 15. On that day he was laid off by Joe Hammond.

Winslow applied for membership in the Federal on November 9 and attended a Federal meeting on November 11. On or about November 15 Tom Hammond asked him whether he belonged to the Federal and he replied in the affirmative. On November 15 Tom Hammond told Winslow "It looks like the mill is going to have to shut down on account of the boys joining the union." Later in the day he said to Winslow, "We are shutting the mill down tonight . . . on account of the union. Where are you going to place your card at any other place but here? We can't use you here at this plant and no place else."

We have found in Section III, A, 1, *supra*, that Tom Hammond's remarks to Winslow on November 15 constituted an unlawful interference by the Company with the rights of its employees guaranteed in Section 7 of the Act. Ordinarily we would regard such statements as these, addressed to a union member immediately preceding his lay-off, as persuasive evidence that the lay-off was discrimina-

tory. We are not convinced, however, that either Winslow or Ely was laid off because of his membership in the Federal. It is undisputed that the mill was closed and that other employees were laid off on November 15, 1938, when these two individuals were laid off. There is no definite schedule for the operation of the mill. The Boswell Company introduced evidence indicating that whether it mills cottonseed for the production of oil or stores it uncrushed, depends largely upon the condition of the market for cottonseed oil. With the exception of Tom Hammond's statements to Winslow,³⁸ there is no evidence to indicate that the closing of the mill on November 15, 1938, was other than a periodic closing normally incident to the Company's intermittent operations. As a result of previous closings, Ely and Winslow had each been laid off several times before. Although the Boswell Company first discovered Winslow's affiliation with the Federal shortly before it closed the mill on November 15, it had known for some time that Ely and other employees who worked in the mill had joined the Federal and had nevertheless reemployed Ely and the others in October when the mill was reopened for 3 weeks, giving Ely an increase in pay at that time. Under all the circumstances, we think that

³⁸Although Tom Hammond is a supervisory employee in the gins, the evidence does not indicate that his position with the Boswell Company is such that he would participate in a decision as to when to close the mill, or would be authoritatively informed as to the reasons for such decision.

the evidence is insufficient to prove either that the shut-down of the mill on November 15, 1938, was a lock-out to discourage membership in the Federal or that the lay-off of either Ely or Winslow at that time was discriminatory.

On January 5, 1939, the Boswell Company reopened its mill for a period of 1 week; thereafter, until the time of the hearing it operated the mill on three occasions for periods aggregating 9 days. It did not, on January 5 or subsequently, rehire either Ely or Winslow. However, neither applied to the Company for work subsequent to November 15, 1938. While they may have assumed with some warrant, in view of the evictions of November 18 and the Company's refusal to reinstate the evicted Federal members, that such application would be fruitless, their failure to obtain reemployment cannot be attributed to the Boswell Company in the absence of some specific act of discrimination against them. The evidence does not justify a conclusion that the Company's failure to offer them jobs on January 5 or thereafter was such a discriminatory act. Some of the Federal members employed by the Boswell Company testified that the Company had recalled them to work, from time to time, upon resuming its operations following the periodic shut-downs, but others testified to having secured reemployment after lay-offs by applying therefor to Gordon Hammond or one of his subordinates. As to certain of these employees, the practice had varied. Upon the basis of this evidence we

cannot find that it is the Boswell Company's established practice to notify its laid-off employees when work is available for them. Absent proof of some such custom obviating the necessity of applying for work after temporary lay-offs, since neither Ely nor Winslow applied to the Boswell Company for work subsequent to the shut-down of November 15, 1938, there is insufficient basis to conclude that they were discriminatorily refused reemployment when the mill reopened. We find that the Boswell Company did not discriminate with respect to the hire or tenure of employment of Ely or Winslow.

Stephen Griffin and W. R. Johnston

The amended complaint alleges and the Trial Examiner found that the Boswell Company discharged Griffin and Johnston on November 17, 1938, because of their Federal membership and activities. In its answer, the Boswell Company denies this allegation and alleges that Johnston and Griffin were laid off due to a seasonal decline in its operations.

Griffin was first employed by the Boswell Company, at hay baling and cattle feeding, in the summer of 1932. He worked for the Company, except for intermittent lay-offs, until 1936, when he purchased a hay baler from the Company.³⁹ For the next three seasons he baled hay as an independent contractor, working principally for the Boswell Company. In August 1938 he was rehired by the

³⁹This purchase was financed by a loan from the Boswell Company.

Boswell Company at the Corcoran plant for 2 days, cutting hay and feeding cattle. During the week of October 13 he was again hired by the Company, and worked steadily at the plant until November 17, 1938, when he was laid off. During this period he worked at various jobs, in the main at hauling planting seed.

Griffin joined the Federal on November 15 or 16, 1938. Tom Hammond, who had advised Griffin about 10 days previously to "stay out" of the Federal, learned on November 17 that Griffin had disregarded his advice. On that same day, Gordon Hammond laid off Griffin, stating that there was no more work, and remarking, "Some of the boys is getting it in their head that you boys are being laid off on account of the union, but there is nothing to that."

Johnston was first employed by the Boswell Company in the fall of 1937. He worked as a bale hauler until the end of January 1938, when he received an injury to his leg which incapacitated him for some time. In October he was rehired by the Company. He worked for 1 day in the branding pen, for about 7 days as a press helper, and during the last 2 weeks that he was employed, he sewed and sacked planting seed and hauled bales. He also was laid off on November 17 by Gordon Hammond, who told him that the lay-off was necessitated by the shortage of the cotton crop and lack of work, remarking that Johnston was not being laid off for union activity.

Johnston applied for membership in the Federal on November 7 and was initiated at a meeting held on the evening of November 16.

Gordon Hammond testified that he laid off Griffin and Johnston on November 17 because there was no more work for them. Evidence introduced by the Company showing that on November 17 all the cotton from which seed was to be saved for planting in the following spring had been picked, and that a large part of the planting seed had been sacked and hauled, tends to substantiate Hammond's testimony as to the reason for these lay-offs, inasmuch as both Griffin and Johnston had been engaged in handling plant seed during their last period of employment. Neither Griffin nor Johnston applied for reinstatement subsequent to November 17.

While, under all the circumstances, we do not consider Gordon Hammond's disclaimers of discrimination, in his conversations with Griffin and Johnston on November 17 as evidence that the Company had no discriminatory motive for laying them off, neither do we find, in view of the evidence supporting the Boswell Company's explanation of their lay-offs, adequate proof that the lay-offs did result from anti-union discrimination. We find that the Boswell Company did not discriminate with regard to the hire or tenure of employment of Griffin or Johnston.

Eugene Clark Ely

The complaint alleges and the Trial Examiner found, that Eugene Clark Ely was discharged by

the Boswell Company on January 30, 1939, because of his Federal membership. In its answer, the Boswell Company alleges that Ely was neither laid off nor discharged, but that he left its employ "of his own free will and accord."

Ely, a brother of Elgin and Boyd Ely, was first employed by the Boswell Company in September 1937. After a lay-off in March 1938, he was rehired in May, and worked for 2 or 3 weeks "running" plant seed. He was then again laid off and was rehired for 2 weeks in July, baling straw. Early in October he was hired again, and worked steadily until December operating a cotton drier in the gin. His rate of pay was increased within a few days after he was rehired in October. In December, when the gins were closed, Ely was transferred to the construction gang, and worked under Rube Lloyd's supervision on various construction jobs until the end of January 1939. On Saturday, January 28, he reported for work, but asked Lloyd for permission to take the day off because of pains in his shoulder. Lloyd granted this request, telling Ely to report on Monday and remarking that since it was raining there "wouldn't be much doing" that day. On Monday morning, January 30, Ely reported to Lloyd, who told him that there was no work for him, that "they" were "all through." About half an hour later Ely reported to Gordon Hammond that Lloyd had laid him off. Hammond told Ely that there might be some work for him to do "after awhile." Ely stayed at the plant for an-

other hour and a half and then left. There is no evidence indicating that Ely ever thereafter applied to the Boswell Company for work.

Ely had joined the Federal on January 2. He had previously joined the Association when it was formed, and attended several of its meetings. He testified that on Sunday, January 29, the day before he was laid off, he was seen by W. W. Boswell, a director of the Boswell Company, standing in front of an American Federation of Labor hall in Bakersfield, together with Martin, Johnston, Elgin Ely, Prior, and other Federal men. Boswell, in his testimony, denied that he had seen Ely on that occasion, that he had ever known Ely's identity prior to the hearing, and that he had ever noticed that there was an American Federation of Labor hall in Bakersfield.

We find it unnecessary to resolve the conflict in the evidence. Even assuming the truth of Ely's testimony, there is insufficient evidence to convince us that Ely was laid off because of his Federal membership. The testimony of Ely indicates that Lloyd had no work for him on January 30. Ely's departure from the plant following his conversation with Gordon Hammond, despite the latter's statement that there might be some work for him, appears to have been voluntary. Under the circumstances, we find that the Boswell Company did not discriminate with respect to Ely's hire or tenure of employment.

3. Domination of and interference with the formation and administration of the Association.

On November 18, 1938, within a few hours after

the above-described eviction of the Federal members from the Boswell Company's plant the Association had its inception. In his letter of November 18 addressed to the president of the Company, referred to in Section III, A, 2, *supra*, Robinson, after describing the evictions, stated:

The non-union men then appointed a committee and the committee went to the District Attorney for instructions as to the best method of procedure for them to follow. It is my understanding the District Attorney advised them that up to date they were in the clear and suggested that they think the matter over carefully and determine on the best possible method of handling the matter and that in the meantime, he would give the problem thought and continue to advise them. * * *

The non-union men have now called a meeting for tonight. Their thoughts seem to be running to the formation of a Company union as a protective union in preventing them from being forced into the A. F. L. or the C. I. O. The Caminol Company and the Lucerne of Hanford have both had the same trouble and this is the method they use in handling same. This is also true of the San Joaquin Light & Power Corporation. I have suggested to some of the cooler heads that at the meeting tonight they appoint a committee to talk with the union men that were run off the job this morning and offer to allow them to come back to work on some basis

as might be agreed on at the meeting of the employees tonight. That they take no action in forming a Company union but appoint a committee to investigate such a proposal and make recommendations back to a later meeting.

In amplification of the facts narrated in his letter, Robinson testified that at some time shortly after the union men had left the plant Rube Lloyd, Gordon Hammond's nephew, Clyde Sitton, and another employee came to see him in his office and asked him to advise them what they "should do in connection with the disturbance that had taken place." Robinson told them that they would have to seek advice elsewhere. Shortly after luncheon that same day Lloyd and Sitton, accompanied by Oscar Busby, the head machinist, told Robinson that a committee including Lloyd and others had been in consultation with the District Attorney of Kings County,⁴⁰ who had advised them to investigate the employees' associations which had been formed at the Caminol Company and the Lucerne Creamery.

That evening a meeting attended by over 50 Boswell employees was held in the Company's office building at the plant. Eugene Clark Ely, who attended this meeting, was informed of the meeting in the afternoon of November 18 by Tom Hammond, supervisor of operations in the gins, where

⁴⁰The district attorney's office is in Hanford, California, approximately 17 miles from Corcoran. Rand McNally World Atlas, 1936.

Ely was employed. Hammond told Ely that he, Busby, Sitton, and "Yankee" Roberson, a clerical employee, had gone to Lemoore⁴¹ that day to consult an attorney about forming a "company union."

At the meeting, Busby made a speech in which he stated that the Lemoore attorney believed that there was no reason why a "company union" would not "work" at the Boswell Company plant. The persons present at the meeting then signed their names on two blank sheets of paper. Among those who signed were Kelly Hammond and Bill Robinson, supervisors at the plant. Supervisors Tom and Joe Hammond also were present at the meeting.

While the meeting was in progress, one Parrish, an employee, accosted Elgin Ely in Gordon Hammond's presence at the Boswell plant, and told him to "go in the office and sign that paper" to "keep this God-damned A. F. of L. union out of here."

Louis Robinson admitted at the hearing that on November 18 he knew that Lloyd, Sitton, and Busby had called a meeting of employees to be held in the plant that evening and that these three employees had absented themselves from work to consult the district attorney. He testified, on cross-examination, that he did not expressly give his permission to Lloyd, Sitton, and Busby to leave their work that day, but that he would have given such permission if they had requested it, and that he did not repri-

⁴¹Lemoore is approximately 25 miles from Corcoran. Rand McNally World Atlas, 1936.

mand them or order any deductions from their pay for taking time off from duty.

On November 28, at another meeting of Boswell employees, held in the American Legion Hall in Corcoran, the Association was formally organized and a constitution and bylaws were adopted. Seventy-six persons present at this meeting, including supervisors Tom, Joe, and Kelly Hammond and Bill Robinson, signed the constitution. At this meeting, also, the following officers of the Association were elected: president, J. W. Hubbard, the Boswell Company's "farm advisor" in Corcoran; vice president, Oscar Busby, head machinist at the Corcoran plant; secretary, "Yankee" Roberson, a clerical employee of the Company; treasurer, Samuel Brenes, the Boswell Company's senior bookkeeper and cashier. A "labor relations committee," consisting of Willoughby, the plant storekeeper, McKeever, an agronomist employed by the Boswell Company and Rube Lloyd, the construction superintendent, was also elected. Hubbard, the newly elected president, addressed the meeting, stating that he thought that "we were accomplishing quite a bit by this company union, and, if we would all stick together, he didn't see how it wouldn't work."

Eugene Clark Ely had been informed of this meeting by Roberson who handed him a notice during working hours at the plant. On another occasion when a meeting of the Association was scheduled, Eugene Clark Ely received a notice from Roberson and, in addition, was told by his supervisor, Tom

Hammond, that he "had better" attend if he desired to continue working.⁴² At that meeting, at which Busby and Roberson presided, the attorney who had been retained in connection with the organization of the Association expressed the opinion that "the company union should get along better with the company than the A. F. of L. or C. I. O."

The Association exists, according to its constitution, for the purposes, among others, of collective bargaining with the Company in respect of rates of pay, hours of employment, grievances, and labor disputes, and "To not interfere with the right of any member or members to present grievances individually to the management of the company." Membership in the Association is restricted to employees of the Boswell Company at its Corcoran and Tipton plants, other than "executives,"⁴³ who have been continuously employed by the Company for a period of 30 days or more. Control of the Association's af-

⁴²Although the evidence does not establish conclusively that the Boswell Company required of its employees membership in the Association, it is significant that the only persons identified at the hearing as one-time members of the Federal, who were employed by the Company at any time subsequent to November 18, were employees who joined the Association.

⁴³An "executive" is defined in the Association's constitution as "one who in his discretion makes decisions in the management of the Company or disputes over labor, wages, rates of pay, hours of employment or conditions of work arising between the employees of the Company and the Company."

fairs, including the power to veto amendments of the constitution and bylaws, and exclusive power to initiate proposals for strike action, is vested in a seven-man governing board consisting of the four officers and the members of the labor relations committee. Eligibility to serve on this board is restricted to those employees of the Boswell Company who have been continuously employed for a year or more, a group which includes only a minority of the plant employees. Strike action by the Association is also restricted by a constitutional requirement that if a strike is determined upon, the governing board shall give the president, secretary, and manager of the Company written notice of the Association's proposed action 10 days prior to calling the men out on strike.

At a meeting of the Association held on April 5, 1939, subsequent to the issuance of the complaint in this proceeding, the members elected new officers and adopted an amendment to the bylaws providing that membership in the Association constitutes repudiation of membership in any other labor organization. Following this meeting the secretary wrote a letter to the Boswell Company stating that the Association had a list of unemployed members and requesting the Company to "get in touch" with the Association when it required laborers. This letter concluded,

I do, however, wish to emphasize the fact that this is merely a request. We are not agitating for a closed shop but we do want to do every-

thing that is reasonable and just to keep our members employed.

Far from "agitating for a closed shop," the Association has never bargained with the Boswell Company. Although, in a letter to the Company dated November 29, 1938, notifying the Company of its existence and of the names of its officers, the Association claimed to represent 95 per cent of the Company's employees in Corcoran, it has apparently not asked for recognition as exclusive bargaining representative of such employees. Not only has it failed to obtain a contract with the Boswell Company relating to wages or working conditions, but also it has never appointed representatives to discuss these subjects with the Company.

Conclusions with Respect to the Association

The Boswell Company's relation to the Association cannot be judged except in the light of its attitude toward the Federal.⁴⁴ While the Company countered the Federal's initial efforts toward organiza-

⁴⁴International Association of Machinists, etc. v. National Labor Relations Board, 61 S. Ct. 83, reh. den. Dec. 9, 1940, aff'g 110 F. (2d) 29 (App. D. C.), enf'g Matter of The Serrick Corporation and International Union, United Automobile Workers of America, Local No. 459, 8 N. L. R. B. 621; National Labor Relations Board v. Link-Belt Company, etc., 311 U. S. 584 rev. mod. of Board's order in 110 F. (2d) 506 (C.C.A. 7), enf'g as mod. Matter of Link-Belt Company and Lodge 1604 of Amalgamated Association of Iron, Steel and Tin Workers of North America, etc., 12 N.L.R.B. 854.

tion with a campaign of intimidation and interference culminating in the expulsion of Federal members from its plant, it acquiesced in the activities of Lloyd, Sitton, Busby, and others, who notified Louis Robinson on November 18 that they had left their work in connection with the project of organizing a union and that they were planning to hold a meeting that night in furtherance of this project. Such acquiescence, under these circumstances, amounted to active encouragement, assistance, and support. The Boswell Company paid the organizers of the Association for their time spent away from the plant on November 18 and permitted them to use its office building for their first organizational meeting. These acts, in the light of the Boswell Company's openly manifested hostility toward the only other labor organization which had appeared upon the scene, not only constituted financial support, but also were clear indications to the employees that the organization thus being formed had the favor of the Boswell Company to the exclusion of all others, particularly the Federal. That the Boswell Company intended to create this impression and proposed to utilize the Association as a device for combating the Federal is clear from Louis Robinson's letter to J. G. Boswell written during the afternoon of November 18. In this letter Robinson first related the history of the Federal in scornful and disparaging terms, then stated that the formation of a "company" union seemed likely and that other employers in the locality were using such a device to control

labor "trouble." The letter indicates, also, that the Boswell Company's role in the organization of the Association was more than passive, in that Robinson had made "suggestions" to "some of the cooler heads" with respect to the procedure they should follow at their meeting that night.

The identity of the persons who were prominent in organizing the Association further supports our conclusion that the Association was formed with the assistance and encouragement of the Boswell Company and that the Boswell Company dominated the formation and administration of the organization. Rube Lloyd was an organizer and original officer of the Association; Tom, Joe, and Kelly Hammond, and Bill Robinson attended its organizational meetings and became charter members; Tom Hammond on at least two occasions secured the attendance of a subordinate at meetings of the Association. These individuals, as we have found, are responsible supervisory employees of the Boswell Company who participated prominently in its campaign of opposition to the Federal, threatening employees with loss of their jobs if they joined the Federal, and leading or sanctioning the anti-union demonstration of November 18. In view of the supervisory status of these employees and the role which they had theretofore played in the relations between the Boswell Company and the only labor organization which had attempted to organize its employees, their sponsorship of the Association inevitably demonstrated to

the rank and file employees that the Association was favored by the Company.

Busby, another of the three men who organized the Association and its original vice president, is the supervisor⁴⁵ in the machine shop at the Company's plant. His relationship with the Association, therefore, also demonstrated to the ordinary employees the Boswell Company's approval of the Association.

Other employees of the Boswell Company who were prominent in the formation of the Association, and who served with Lloyd and Busby on its first governing board, while not, strictly speaking, supervisory employees, hold positions with the Boswell Company of such a nature as to identify them clearly with the management of the Boswell Company rather than with its ordinary plant employees: Hubbard, the Association's first president, is a "farm advisor" employed by the Boswell Company, whose office is located in the same building with those of the Company officials, and who performs no function in connection with the operations of the plant. He instructs the foremen and contractors in charge of the Boswell Company's ranches in the vicinity how to conduct farming operations, and performs no manual labor at the Corcoran plant. McKeever, one of the original officers of the Association and its secretary at the time of the hearing, is employed by the Boswell Company as an agrono-

⁴⁵See Appendix.

mist, performing experimental work in connection with the raising of crops. Like Hubbard, he appears to have no duties connected with the operations of the plant and no familiarity with the problems of the plant employees. He is salaried and is carried on the Boswell Company's Los Angeles pay roll, whereas the ordinary employees in the plant are paid from the Corcoran office on an hourly basis. Brenes, the treasurer of the Association, is employed by the Boswell Company as cashier and head bookkeeper, with supervision over at least one assistant. Roberson, the Association's first secretary, is a clerical employee of the Boswell Company. Willoughby, a member of the first labor relations committee elected by the Association, is the Boswell Company's storekeeper at the Corcoran plant. Brenes, Roberson, and Willoughby are salaried employees of the Company.

The identification of men like Hubbard, McKeever, Brenes, Roberson, and Willoughby with the formation and administration of the Association indicates to us, as indeed it must of necessity have indicated to the ordinary production employees of the Boswell Company, that the Association was not an organization of the employees but rather one of the employer's device and choosing. From this and from the Boswell Company's sponsorship of the Association through its regular supervisory employees, we conclude that the Association was the creature of the Boswell Company.

It is consistent with this conclusion that the Association was established with 76 members within 10 days after the project to organize it was conceived, and that it failed thereafter to function effectively as a collective bargaining agency.

On the basis of all the evidence, we find as did the Trial Examiner, that the Boswell Company dominated and interfered with the formation and administration of the Association and contributed financial and other support to it and that the Boswell Company thereby interfered with, restrained, and coerced its employees in the exercise of their rights guaranteed in Section 7 of the Act.

B. The Associated Farmers

On January 18, 1939, Prior inquired of Louis Robinson whether his attitude with respect to the reinstatement of the Federal members had changed in any respect. Robinson replied that his position was unaltered. The Federal, thereupon, on January 23, 1939, started picketing the Boswell Company plant.

On January 30, 1939, a mob visited the Boswell plant and drove the Federal pickets away. The amended complaint alleges that the Boswell Company and the Associated Farmers, acting as an employer in the interest of the Boswell Company, were responsible for this episode.

The Boswell Company has various membership and business connections with the Associated Farmers and its financial contributions to the support of that organization has been substantial. On Septem-

ber 20, 1938, it donated to the Associated Farmers \$235, a sum which amounted to 20 per cent of the organization's total receipts as of November 22, 1938. In March 1939 the Boswell Company remitted to the State organization, for credit to the 1939 assessment of \$635 levied by the State organization against the Associated Farmers, the sum of \$240.⁴⁶

The following officials and employees of the Boswell Company became members of the Associated Farmers prior to January 30, 1939: Louis Robinson, J. W. Hubbard, and H. G. McKeever; Albert Armour, an employee of the Boswell Company in charge of making farm loans through the Company's wholly owned lending subsidiary, The J. G. Boswell Farm Loan Company; and H. A. Curtis and Bert Lowry, foremen in charge of two of the Company's ranches. Brenes, Roberson, Bill Robinson, and Joe Hammond joined the Associated Farmers subsequent to January 30, 1939. Walter Grisham, a member of the Associated Farmers, operates a 1300-acre farm for the Boswell Company under a contract whereby the Boswell Company owns the crops and pays Grisham for his services.

Lloyd Liggett, a director of the Associated Farmers who described himself in his testimony as a small contractor and cook, has frequently been employed by the Boswell Company to do ploughing on a contract basis. J. B. Boyett, the president of the Asso-

⁴⁶This contribution included a small amount to be credited to the assessment against the Tulare County unit of the State organization.

ciated Farmers, is a member of a farming partnership which gins its cotton at the Boswell gin and has at times borrowed money from the Boswell Company's lending subsidiary. E. C. Salyer, a rancher member of the Associated Farmers, sells his cotton to the Boswell Company and has done some work for it as a contractor. At the time of the hearing, Salyer owed approximately \$188,000 to the Company's lending subsidiary. C. H. Glenn, president of the Exchange, who is a member of the Associated Farmers, also finances his farming operations through the Boswell Company. Other individual members of the Associated Farmers have had business and financial dealings with the Boswell Company at various times. On January 30, 1939, the date when the Associated Farmers is alleged to have attacked pickets stationed by the Federal at the Boswell plant, approximately 14 per cent of the Corcoran members of the organization were either employed by the Boswell Company or enjoyed close business relations with it.

On January 26, 1939, at a meeting of the board of directors of the Associated Farmers, President Boyett "reviewed" the situation caused by the picketing of the Boswell Company plant, stating that he understood that the products of the gin transported by truck had been declared "hot." Thereupon, two officers of the Tulare County unit of the Associated Farmers explained the method used by the "farmers" of Tulare County to transport their products to market "despite 'hot cargo' charges by

radical elements," through the facilities of an organization known as the Farmers Transportation Company. The board of directors of the Associated Farmers unanimously resolved to cooperate with the Farmers Transportation Company. However, following the meeting, the Associated Farmers apparently abandoned this project.

On January 30, 1939, Elgin Ely and Griffin were parked in a Federal picket car on the public highway near the entrance to the Boswell Company's plant. At about 9:30 in the morning between 150 and 200 men arrived at the scene in automobiles, the first one in the procession being driven by Lloyd Liggett, a director of the Associated Farmers. Liggett parked in front of the picket car and got out of his car. Men crowded around the picket car. Liggett opened the door of the picket car and said to Griffin, "What have you got here, Steve? You ought to be ashamed of yourself out here on this picket line, as good as the Company has been to you. They just can't stand this. We are not going to stand for it. Get out of the car." Griffin remarked that he was not violating the law, and Liggett retorted, "No, Steve, you are not violating the law. But we are not going to wait on the law." Voices in the crowd began to yell, "Turn the car over. Take them out. What are we waiting for?" and Liggett told the pickets that they had "better" leave and not return. Someone tore the picket sign off Ely's car and threw it in the back seat. Ely, the driver of the picket car, pretended that its starter would not

work and the crowd pushed the car to get it started. The pickets drove down the road, turned around, and came back through the crowd. Ely stopped and asked one Ralph Marshall, a member of the mob who was not then a member of the Associated Farmers, whether Marshall was satisfied that the pickets were leaving. Marshall replied in the affirmative, suggesting that the pickets keep going until they reached Mexico, and asked Ely where he was from. Ely asserted that he was a native Californian and Marshall expressed surprise, suggesting that Ely belonged in Oklahoma. The Federal pickets then proceeded to Martin's house, while the members of the mob drove up and down the streets of Corcoran blowing their automobile horns.

Subsequently, the Federal appealed to the Governor of California and to local peace authorities for protection of the pickets and early in February 1939 picketing was resumed. The record does not disclose how long it continued.

While there are conflicts in the testimony of the numerous witnesses who described these events at the hearing, the foregoing is substantially uncontroverted. The issue is whether the Boswell Company and/or the Associated Farmers were the actors in thus interfering with the pickets. There is some evidence adduced by the Board to the effect that Liggett and others in the crowd referred to it as a crowd of Associated Farmers members. On the other hand, of 34 persons identified by witnesses as having been present in the crowd, 7 denied their presence

and 15 were not members of the Associated Farmers on January 30, 1939. Of the 12 members of the Associated Farmers proved to have been present in the crowd, but one, Liggett, appears to have been a leader of the attack on the pickets. The only other person who appears to have been such a leader was one Robert Wilbur, who was not a member of the Associated Farmers. Those members of the crowd who testified at the hearing and were questioned as to whether their presence in the crowd was attributable to any invitation, suggestion, or authority from the Associated Farmers replied in the negative.

While we regard the events of January 30, 1939, with suspicion and are particularly suspicious of an incredible lack of memory as to the circumstances surrounding their presence in the crowd which dispersed the pickets, displayed by the members of the Associated Farmers who testified at the hearing, we cannot base thereon a finding that the Associated Farmers organized the mob that drove the pickets from the vicinity of the Boswell Company's plant or incited the mob to action. Nor is there evidence to show that the Boswell Company or any of its officers or employees participated in the disturbance or was responsible for the dispersal of the pickets. We shall dismiss the allegations of the amended complaint charging that the Boswell Company and the Associated Farmers molested the Federal pickets.

C. The Exchange

1. The discharge of Margaret A. Dunn.

Margaret A. Dunn, the head operator employed

by the Exchange, was discharged from her position on March 1, 1939. The amended complaint alleges that her discharge was effected and procured, for the purpose of discouraging membership in the Federal, by the three respondents, or, in the alternative, by the Associated Farmers and the Exchange acting in the interest of the Boswell Company, because she was suspected of engaging in union activities. The Trial Examiner found that the Exchange, alone, discriminatorily discharged Mrs. Dunn.

The president, manager, and principal stockholder of the Exchange is C. H. Glenn whose principal occupation is farming. Prior to 1938 Glenn devoted "some" of his time to superintending the operation of the Exchange, but delegated the actual management of the business to a bookkeeper, a lineman, and Mrs. Dunn. Mrs. Dunn, who had worked for the Exchange for 15 years and had been the head operator since 1926, when Glenn acquired the business, had almost sole responsibility for running the switchboard and supervising the other operators, of whom there were 4 or 5.

Glenn is a member of the Associated Farmers, and devotes a major portion of his time to the operation of a 5200-acre farm where he raises grain and cotton. He finances his farming operations through the Boswell Company, and during February and March 1939 was indebted to the Company for crop loans amounting to \$25,000 or \$30,000. The Boswell Company, also, is the Exchange's "largest" telephone subscriber.

On or about February 1, 1939, Mrs. Dunn's daughter Dorothy became acquainted with an attorney employed by the Board, who introduced her to Prior, the Federal organizer. During the following week, Dorothy saw Prior publicly in Corcoran several times, and on one occasion conversed with him while he was stationed with the pickets in front of the Boswell plant. On that occasion Dorothy and her sister Margaret were observed talking to Prior by Forrest Riley, a member of the Associated Farmers who had been active in the mob which dispersed the Federal pickets on January 30. Two or three days later Dorothy was told by one Secord, a Boswell Company employee, that she was "in the wrong" with the people of Corcoran, and particularly with William Boswell, because she had been seen at the picket line. On or about February 15, one Galusha, manager of the San Joaquin Ginning Company in Corcoran and a friend of Mrs. Dunn, told her that he had learned from Boyett, president of the Associated Farmers, that a petition was being circulated in the town to induce the Exchange to discharge Mrs. Dunn because of her daughters' having been seen with the pickets and because of a report that, through Mrs. Dunn, conversations overheard at the telephone office were being transmitted to the pickets.

On the following day Mrs. Dunn asked Glenn whether he had heard of the alleged petition for her discharge. Mrs. Dunn testified that Glenn admitted that he had been "approached by a group of men" who complained of "leakage" at the Exchange

switchboard and of the Dunn girls' supposed association with union men; and that Glenn reassured her, stating that her work for 15 years had been satisfactory, and that he was sure the charges against her were groundless. Mrs. Dunn further testified that she again discussed this subject with Glenn on or about February 18; that she then told him of additional rumors reported to her by Galusha, which had alarmed her; and that after discussing the situation generally, Glenn asked whether it was true that her daughters "were going out with any of the men." Glenn's testimony was that he had one such conversation with Mrs. Dunn, in about the middle of February; that Mrs. Dunn inquired about a petition to have her discharged, and that he told her that he had heard nothing about "any petition of that kind," that he could not in any event "take cognizance" of such a petition since the Exchange, as a public service corporation, must remain neutral with respect to labor disputes, and that "she needn't worry." Glenn did not specifically deny that he had told Mrs. Dunn of an "approach" from a group of men, or that he had the second conversation with Mrs. Dunn to which she testified. He admitted, at the hearing, that at the time of their interview in February he did not intend to discharge Mrs. Dunn.

On the morning of March 1 Glenn called Mrs. Dunn into his office at the Exchange and asked her to resign from her position. Concerning this interview, Mrs. Dunn testified as follows: Glenn told her

that the reason for his action was "that pressure was being brought to bear too heavily on him * * * that he just couldn't stand what was being said * * * they were certainly awful." Mrs. Dunn insisted upon a more definite explanation and asked Glenn whether these "awful" things reflected either upon her personal character or upon her work, to which Glenn replied, "Absolutely not." Finally, Glenn asked Mrs. Dunn whether it was not true that her daughter Margaret was "keeping company" with Prior. Glenn testified that in this conversation he told Mrs. Dunn that he wanted her to resign because Mrs. Woodruff, a fellow operator, had threatened to quit her job owing to disharmony with Mrs. Dunn; and because of Mrs. Dunn's "physical condition and the use of liquor that was so offensive" to other operators employed by the Exchange. Glenn denied in his testimony that he had referred in any way to "the labor trouble at the Boswell gin."

Mrs. Dunn refused to tender her resignation and returned to her work on the morning of March 1. During the afternoon of that day she went home. She then telephoned to Glenn and asked him whether he would permit her to return to work. Glenn told her that he would consider the matter and notify her of his decision. That night, Glenn testified, he determined to discharge Mrs. Dunn. On the following morning he called her on the telephone and told her not to come to work, remarking that she was "too

old for the work," that she was ill, and that "there had been complaints made about the service."⁴⁷

Meanwhile, at about 5 p.m. on March 1, John Ernest Dunn, Mrs. Dunn's husband, called upon Glenn at his office. Dunn testified to the following colloquy: Dunn asked what he had against the Dunn family. Glenn replied, "You know there has been trouble, labor trouble at the Boswell gin" explaining that this "labor trouble" was incidental to an attempt by a union to organize agricultural laborers in the vicinity. Dunn interrupted with an inquiry as to why Glenn had discharged his wife, and Glenn replied, "Wait a minute. This all ties in together." He told Dunn that his daughters had been seen talking to the pickets at the Boswell plant, that the persons who saw the girls there had become very angry, that people were saying that the Dunn girls were carrying messages to the pickets from their mother, that "they" were threatening to ruin Glenn's business unless he discharged Mrs. Dunn, and that he did not "know what to do about the whole thing." Dunn retorted that it was obvious that "they" could not hurt Glenn's telephone business, remarking that Glenn's farming connections might make him vul-

⁴⁷On cross-examination by the respondents' counsel Mrs. Dunn was asked repeatedly to fix the date of the conversation in which Glenn mentioned her alleged illness and complaints about her work. She testified that Glenn said these things to her "the second time," and fixed the date as March 1. She then denied, however, that on March 1, when she talked to Glenn in his office, Glenn had mentioned any complaints about the service, and repeated that

nerable to pressure, and the conversation ended. On the following morning, Dunn and Glenn had another conversation, concerning which Dunn testified as follows: Glenn stated that he wished to correct the impression which Dunn had evidently derived from their previous conversation as to his reasons for discharging Mrs. Dunn. He told Dunn that he had discharged Mrs. Dunn "for her own good," because of her age, her nervousness, and the condition of her health, remarking also that Mrs. Dunn had been "having trouble" with the other operators employed by the Exchange. Dunn inquired about the rumored petition for Mrs. Dunn's discharge and Glenn denied that there was any such petition, but stated that nine men in the community had called upon him and demanded that he discharge Mrs. Dunn. Glenn's testimony concerning his two conversations with Dunn corroborates Dunn's version in significant particulars. He admitted at the hearing that he had discussed with Dunn the labor dispute affecting the Boswell Company and that he had deplored as "unfortunate" the Dunn girls' visit to the picket line. Glenn denied that he had said that the labor trouble and Mrs. Dunn's discharge "tied in together,"

it was on "the second day" that Glenn mentioned this subject. We do not regard her obvious confusion, on cross-examination, respecting the date of this particular conversation as detracting from the weight of her original testimony that when Glenn first asked her to resign on March 1, he attributed his action to "pressure * * * being brought to bear * * * on him," and "awful" things that were being said.

claiming that he told him on March 1 that he had discharged Mrs. Dunn because of her physical condition, her alleged addiction to liquor, and because he was forced to decide whether to retain Mrs. Dunn or Mrs. Woodruff in his employ. He admitted, however, that he had told Dunn that a "friend," whom he identified at the hearing as Blakely Crary, cashier of the Corcoran bank, had informed him that a group of eight or nine men in the community were discussing a petition for Mrs. Dunn's discharge. Like Dunn, Glenn testified that Dunn closed the interview of March 1 with the insinuation, to which Glenn admittedly made no rejoinder at the time, that, as a farmer, rather than as the manager of a public service corporation, Glenn was succumbing to community pressure.

The Trial Examiner, who commented in his Intermediate Report upon Glenn's "almost apologetic" demeanor on the stand, gave full credence to the testimony of the Dunns in so far as their account of the foregoing conversations differed from Glenn's. The record fully justifies this conclusion as to the relative credibility of the witnesses in question. We find that Glenn made the various statements in February and on March 1 and 2 to which Mrs. Dunn and her husband testified.

The Exchange contends that Mrs. Dunn was discharged because of (1) her physical condition; (2) her alleged habit of drinking wine while at work; (3) alleged dissension which she created among the other employees of the Exchange; and (4) alleged

numerous complaints from subscribers about her work. We find that the evidence does not support these contentions.

Mrs. Dunn was 46 years old at the time of the hearing. In 1936 she had been ill, but she continued to work at the Exchange switchboard. During the year preceding her discharge, she had, from time to time, experienced pain while on duty. Glenn testified that during this period Mrs. Dunn displayed considerable nervousness, was obliged to brace herself with a pillow when sitting at the switchboard, and started to drink, occasionally doing so while on duty. Mrs. Dunn admitted at the hearing that several months prior thereto she had told Glenn that she drank four glasses of port wine daily for her health. She denied, however, that she ever drank while on duty.⁴⁸ Glenn did not testify that he had ever observed her drinking at the Exchange office, but claimed, merely, that he had smelled alcohol on her breath from time to time. However, there is no evidence that he ever admonished Mrs. Dunn on this account, or otherwise indicated that his observation that she had been drinking caused him concern. On the contrary, Glenn testified to only two conversations with Mrs. Dunn in which her alleged drinking habit was mentioned. He testified that on the first occasion, over a year prior to the hearing, Mrs. Dunn volunteered the information that she was drinking port wine on her

⁴⁸Except on one occasion when Glenn's wife gave Mrs. Dunn a drink 15 minutes before Mrs. Dunn went off duty.

physician's advice. Glenn admitted at the hearing that he did not comment when Mrs. Dunn told him this. Glenn testified that in a second conversation, in November 1938, he told Mrs. Dunn that the other operators were complaining of her drinking. Mrs. Dunn did not testify concerning these conversations. From all the evidence it is clear that Mrs. Dunn had not been in good health for a year or more prior to her discharge and that she drank wine for medicinal purposes. The evidence is insufficient, however, to justify the inference that Mrs. Dunn was physically unable to perform her work, that she had an offensive drinking habit, or that she was considered by Glenn to have such a habit.

As to the "dissension" among the telephone operators allegedly caused by Mrs. Dunn, Glenn testified that he had once found Mrs. Dunn and Lillian Fowler, another operator, in tears; that in November 1938 he had told Mrs. Dunn that Mrs. Woodruff, another operator, had threatened to resign because she "couldn't stand the dissension that was going on in the office"; that in January 1939 he had told Mrs. Dunn "that the girls were complaining" and that the "dissension" in the office must stop; and that on March 1, before he asked Mrs. Dunn for her resignation, Mrs. Woodruff had announced her intention to resign. There is no evidence to show that Mrs. Dunn was to blame for the alleged "dissension" among the employees of the Exchange, or that Glenn considered her responsible for this situation. Indeed, as Glenn himself testified, he admitted to John Dunn

during their conversation on March 1 that the probable cause of the trouble among the operators was that Glenn had failed to instruct them clearly as to who, among them, had supervisory authority over the others.

As to the alleged complaints from subscribers about unsatisfactory service rendered by Mrs. Dunn, Glenn testified that he had received such complaints in increasing volume during the 18 months preceding March 1, 1939. With respect to this, again, the evidence consists of little more than Glenn's general assertions. Glenn named eight persons from whom, he claimed, he had received complaints about Mrs. Dunn's service. One of these was Albert Armour, an official of the Boswell Company; another was Blakeley Crary, cashier of the local bank and a member of the Associated Farmers. The only specific complaint made by Armour, to which Glenn testified, was not concerning Mrs. Dunn's claimed incompetence as an operator but concerning her friendship with Galusha, the manager of the Boswell Company's local competitor in the cotton processing business. Glenn understood that the Boswell Company objected to Mrs. Dunn's association with Galusha because of the possibility of the business secrets being overheard at the Exchange office and communicated to a competitor. Glenn testified that he reported this complaint to Mrs. Dunn in January 1939. It was the only complaint from a subscriber which he claimed to have transmitted to Mrs. Dunn at any time. The only subscriber called by the Exchange

to testify with respect to Mrs. Dunn's alleged inefficiency was Crary, who testified that he knew Mrs. Dunn and recognized her voice over the telephone;⁴⁹ that he uses the telephone 20 or 30 times a day; that on 3 or 5 occasions during the 2 years preceeding March 1, 1939, he had complained to Glenn about the service rendered by Mrs. Dunn at the switchboard; and that during January 1939 he had told Glenn that a group of people at a dinner party which he attended had discussed Mrs. Dunn's poor service at the Exchange office and talked of petitioning the Railroad Commission to have Mrs. Dunn discharged. On cross-examination, Crary, who had been a bank officer in the community for 9 years, was unable to remember the identity of any of the persons at this dinner party except his wife. Although both Glenn and Crary testified that this party, and Crary's report thereof to Glenn, occurred about the first of January 1939, Glenn did not inform Mrs. Dunn of the alleged complaints about her service reported by Crary when he talked to her during the last week in January about Armour's objection to her association with Galusha.

Although Glenn insisted, at the hearing, that he had received more complaints about Mrs. Dunn than about any other operator during the period since July 1938, he admitted that "generally speaking" he is accustomed to receive complaints from subscribers about all the operators and about the Ex-

⁴⁹He was unable to state, however, whether she was usually on duty during the day or during the night.

change's service generally. In view of certain mechanical defects in the equipment of the Exchange, its subscribers frequently receive unsatisfactory service which is not actually the fault of the operators. The Exchange uses a 13-year old switchboard which has no device to notify the operators automatically when a conversation terminates; consequently, it is necessary for the operators to listen to or interrupt conversations with inquiries in order to determine when to disconnect the wires. Moreover, the Exchange continually has trouble with crossed wires, due to wear in the aerial cables. On occasion this condition has not been located and remedied for as long as a month, and just prior to January 1, 1939, the Exchange had experienced unusual difficulty with crossed wires. Mrs. Dunn admitted at the hearing that during her long service with the Exchange she had had "words" with subscribers on numerous occasions, and alluded specifically to one occasion when she had requested Crary to "control his temper so she could give him good service." She denied that she had had any more trouble with subscribers' complaints than other operators and testified that Glenn had never spoken to her of service complaints prior to March 1939. Her testimony in this respect was corroborated by Glenn's.

There was no evidence whatsoever indicating the nature of Mrs. Dunn's alleged shortcomings as a switchboard operator. We find it difficult to believe that Glenn would have kept Mrs. Dunn in her responsible position as head operator for a period of

18 months, without any admonition or warning, if, in fact, she was so incompetent that the subscribers of the Exchange singled her out during this period for criticism and complaint. Finally, Glenn admitted to Mrs. Dunn, in February and again on March 1, that her work was satisfactory. In view of this evidence we do not believe that there was, in fact, any basis for criticism of Mrs. Dunn's work, or that Glenn considered her inefficient.

As the episode of January 30, 1939 demonstrates, a large number of the residents of Corcoran including persons who were connected with the Boswell Company and the Associated Farmers were hostile to the Federal and were particularly inflamed against the pickets, at a time immediately preceding Mrs. Dunn's discharge. Dorothy and Margaret Dunn had been seen with Prior and at the picket line shortly following the disturbance of January 30, and Dorothy and her mother thereupon received warnings of public resentment. Glenn's own admissions to the Dunns indicate his belief that certain persons in the community had, mistakenly or otherwise, linked Mrs. Dunn and her daughters with the Federal pickets, and his sympathy with the community's opposition to a union movement which, he believed, threatened his economic interests as a farmer. Although Glenn claimed, at the hearing, that all Mrs. Dunn's alleged shortcomings and the complaints about her work antedated her discharge by several months or longer, he admitted that his decision to discharge her was not formed until after the attack on the pickets and

the Dunn girls' visit to the picket line. On March 1 Glenn confessed to the Dunns that he was acting under pressure exerted by persons who resented the Dunn girls' association with union men and Mrs. Dunn's supposed assistance to the Federal.

In view of these facts, and the lack of convincing evidence to support the Exchange's asserted defenses, we find that in discharging Mrs. Dunn the Exchange acceded to the desires of a group of local citizens who sought Mrs. Dunn's discharge because of her alleged union sympathies and activity. By discharging Mrs. Dunn in response to this pressure, the Exchange discriminated with respect to her hire and tenure of employment, thereby discouraging membership in the Federal as well as in labor organizations generally. By this conduct the Exchange interfered with, restrained, and coerced its employees and the employees of the Boswell Company in the exercise of the rights guaranteed in Section 7 of the Act.

The evidence does not show that either the Boswell Company or the Associated Farmers, as distinguished from certain of their employees, members, and sympathizers in the community, was responsible for the pressure which induced Glenn to discharge Mrs. Dunn. We shall, therefore, dismiss the complaint in so far as it alleges that the Associated Farmers and the Company caused the discharge of Mrs. Dunn.

2. The refusal to reinstate Margaret A. Dunn.

The complaint alleges that the three respondents,

or, in the alternative, the Associated Farmers and the Exchange acting in the interest of the Boswell Company, refused to reinstate or permit the reinstatement of Mrs. Dunn to her position with the Exchange because she filed charges with the Board. The Trial Examiner sustained this allegation as to the Exchange.

On March 14, 1939, Mrs. Dunn filed a charge with the Board's Regional Office for the Twentieth Region (San Francisco, California) alleging that the Exchange, in discharging her, had engaged in unfair labor practices within the meaning of Section 8 (1) and (3) of the Act. On or about March 21 Mrs. Dunn asked Forrest Riley, a member of the Associated Farmers, whether he would appear as a witness for her at a Board hearing of her case. Riley anathematized the Board and told Mrs. Dunn that she "might as well have a revolution as to have the National Labor Relations Board come down here," that "they" would not tolerate the Board's "butting into their affairs" in Coreoran, and that, if the Board ordered the Exchange to reinstate Mrs. Dunn, he would "take out his phone" and influence other people to follow his example. Mrs. Dunn suggested to Riley that the persons who had induced Glenn to discharge her should induce him to reinstate her to her position.

On the same day Mrs. Dunn also mentioned the charge filed by her to Russel Slaybaugh, a member of the Associated Farmers, who informed her that it would cause an "upheaval" and hurt many people

in the town if she insisted upon a Board hearing. Mrs. Dunn told Slaybaugh that under the circumstances she would withdraw her charge. Subsequently Mrs. Dunn told Boyett, the president of the Associated Farmers, of her conversations with Riley and Slaybaugh and of her decision to withdraw her charge. Boyett told her that he would try to obtain her reinstatement. Later that day Mrs. Dunn telegraphed to the Regional Director for the Twentieth Region, "Do not send representative * * * Everything satisfactory." On April 4, 1939, Mrs. Dunn wrote a letter to the Regional Director for the Twentieth Region stating that her case had not been satisfactorily settled, inasmuch as she was not yet reinstated.

About a week later Galusha told Mrs. Dunn that he had learned from Boyett that some 40 or more persons in the community had threatened, if Mrs. Dunn prosecuted her case before the Board, to injure, through their business connections, any witnesses who might testify for Mrs. Dunn, as well as her husband, her daughter, and her two sons who were employed in Corcoran and its vicinity. On the following evening Boyett told Mrs. Dunn that the reports she had received from Galusha were true, that he personally regretted the situation, but that people were very indignant, and that "it was going to cause an awful lot of hurt, friend pitted against friend, and it would just cause an awful lot of discord in the town of Corcoran." Thereupon, with Boyett's assistance, Mrs. Dunn drafted the following

letter which was sent to the Twentieth Regional office:

I would like very much to have you drop my case against the Corcoran Telephone Exchange, as there are too many personal friends, as well as members of my family, involved. We feel sure a satisfactory settlement will be made in a short time. We feel you would help us more by dropping the case than continuing it. I will not be here for interviews with anyone.⁵⁰

On May 4, 1939, the Federal filed with the Board's Twenty-first Regional Office the fourth amended charge in this proceeding, joining the Exchange as a party respondent and alleging that the respondents had engaged in unfair labor practices with respect to Mrs. Dunn. At the hearing Mrs. Dunn and her husband and daughter testified under subpoena.

It is clear that Mrs. Dunn attempted to withdraw her charge, filed with the Board on March 14, 1939, because she was intimidated by certain members of the Associated Farmers. There is no evidence to show, however, that either the Associated Farmers or the Boswell Company was responsible for the above-described conduct of Riley, Slaybaugh, and Boyett. Nor does the evidence indicate that Glenn's failure to reinstate Mrs. Dunn was caused by her action in filing charges with the Board. We shall,

⁵⁰Following the hearing in the instant proceedings, on December 12, 1939, this charge was withdrawn with the consent of the Regional Director for the Twentieth Region.

he would normally have been working for the Boswell Company⁵³ and less any sums already paid to these employees by the Boswell Company for days of work subsequent to November 18, 1938, when they were not actually working at its plant.

The Boswell Company contends that Elgin Ely is not entitled to be reinstated to its employ because, as it claims, he stated at the hearing that he was unwilling to accept reinstatement. At the conclusion of his direct examination by counsel for the Board, Ely was asked whether he would accept employment with the Boswell Company if the Board should order his reinstatement. He replied, apparently with some hesitation, "Yes." Counsel for the respondents then interrogated him as to why his reply had been hesitant, and whether he wished to qualify his answer. Ely replied that he had not been satisfied with the conditions of his employment with the Boswell Company, and that had been his reason for joining the Federal. We do not interpret Ely's testimony as signifying an intention to refuse an offer of reinstatement.

The Boswell Company contends also that Farr obtained other regular and substantially equivalent employment subsequent to the termination of his employment by the Company, and that he is thus ineligible for reinstatement. Between November 18,

⁵³Thus, there shall not be deducted from the back-pay awards net earnings during the slack seasons when the employees in question would not normally have been working for the Boswell Company.

1938, the date of the discrimination against him, and May 22, 1939, when he testified at the hearing, Farr had worked at but a few odd jobs, earning about \$15. It appears that at the time of the hearing Farr was about to enter upon new employment which he had secured in another town. Farr testified, however, that he would be willing to accept reinstatement to his position with the Boswell Company. The fact that Farr's prospective employment was located in a town at some distance from his residence indicates that it was not substantially equivalent to his employment with the Boswell Company.⁵⁴ There was no other evidence bearing upon the character of his new position. We find that Farr has not since the discrimination against him by the Boswell Company obtained other regular and substantially equivalent employment.

Even were it true, as the Boswell Company con-

⁵⁴Matter of Mooresville Cotton Mills and Local No. 1221, United Textile Workers of America, 15 N.L.R.B. 416, enf'd as mod. *Mooresville Cotton Mills v. National Labor Relations Board*, 110 F. (2d) 179 (C.C.A. 4); *National Labor Relations Board v. Carlisle Lumber Company*, 99 F. (2d) 533 (C.C.A. 9) cert. den. 306 U. S. 646, enf'g *Matter of Carlisle Lumber Company and Lumber & Sawmill Workers' Union, Local 2511, Onalaska, Washington and Associated Employees of Onalaska, Inc., Intervenor*, 7 N.L.R.B. 332; *National Labor Relations Board v. Botany Worsted Mills, Inc.* 106 F. (2d) 263 (C.C.A. 3), enf'g as mod. and remanding [for further determination] *Matter of Botany Worsted Mills and Textile Workers Organizing Committee*, 4 N.L.R.B. 292.

tends, that Farr had obtained other regular and substantially equivalent employment we would nevertheless in the exercise of the authority granted by Section 10 (c) of the Act, order his reinstatement with back pay, since we find that such remedial order is necessary to assure effectively the right of self-organization to the Boswell Company's employees and thus effectuate the policies of the Act.⁵⁵

Subsequent to the termination of his employment by the Boswell Company, Powell had a finger amputated, as the result of an injury received in the Boswell Company's employ. He was given a permanent disability rating by the Industrial Accident Commission of California and received a lump sum compensation payment of approximately \$1143.45, computed on the basis of \$18.15 per week for 63 weeks. The respondents do not contend that Powell is disabled, by the loss of his finger, to perform the type of work which he formerly performed in the Boswell Company's employ. He is not, therefore, deprived by his disability of his right to reinstatement to his former or a substantially equivalent position. Nor can Powell's workmen's compensation award be regarded as "earnings" deductible from the sum

⁵⁵See *Phelps Dodge Corporation v. National Labor Relations Board* 61 S. Ct. 845, aff'g as mod. 113 F. (2d) 202 (C.C.A. 2), enf'g as mod. *Matter of Phelps Dodge Corporation*, a corporation and *International Union of Mine, Mill and Smelter Workers, Local No. 30*, 19 N.L.R.B. 547; *Matter of Ford Motor Company and International Union, United Automobile Workers of America, Local Union No. 249*, 31 N.L.R.B., No. 170.

payable to him by the Boswell Company to make him whole for that which he would have earned, but for its discrimination against him.⁵⁶

We have found that the Boswell Company did not discriminate with respect to the hire and tenure of employment of James Gilmore, Boyd Ely, Walter Winslow, W. R. Johnston, Stephen J. Griffin or Eugene Clark Ely. We shall, accordingly, dismiss the amended complaint in so far as it alleges such discrimination. However, the Boswell Company has interfered with, restrained, and coerced these employees in the exercise of the rights guaranteed in the Act and, in view of the Company's attitude toward the Federal and its members, there is grave danger that they may be refused reemployment even if their former or substantially equivalent positions are available. Each of the employees in question may have concluded, with reason, that so long as he adheres to the Federal, it will be fruitless for him to apply to the Boswell Company for work. Under the circumstances, the Boswell Company's unfair labor practices cannot be remedied without assuring to these six employees their normal expectancy of employment. For this reason, and in order to effectuate the policies of the Act, we shall order the Boswell Company to place their names upon a preferential list of its employees who are temporarily laid off, following a system of seniority to such extent

⁵⁶Cf. *Matter of Oil Well Manufacturing Corporation and Employees Mutual Benefit Association*, 14 N.L.R.B. 1114.

as has theretofore been applied in the conduct of its business and to offer employment to these employees in their former or in substantially equivalent positions, as such employment becomes available and before other persons are hired for such work.⁵⁷

The Boswell Company contends that Gilmore, Boyd, Ely, Winslow, Johnston, Griffin, and Eugene Clark Ely may not benefit by the exercise of the remedial power of the Board because they are not "employees" of the Boswell Company within the meaning of Section 2 (3) of the Act. This, it asserts, it the case because "a lay-off was considered as a termination of employment."⁵⁸ In addition, it contends that Gilmore, Boyd Ely, Griffin, and Johnston obtained other regular and substantially equivalent employment subsequent to the termination of their employment by the Boswell Company.

⁵⁷See Matter of American Numbering Machine Company and International Association of Machinists, District #15, 10 N.L.R.B. 536; Matter of Schwarze Electric Company and International Union, United Automobile Workers of America, Local No. 268, 16 N.L.R.B. 246; Matter of United Dredging Company and Inland Boatmen's Division, National Maritime Union, Gulf District, affiliated with the C.I.O., 30 N.L.R.B., No. 118.

⁵⁸The Boswell Company makes the same contention as to Elgin Ely and the employees evicted on November 18, 1938. Since, however, the work of these employees ceased because of the Boswell Company's unfair labor practices, they are clearly its "employees" within the meaning of Section 2 (3) of the Act.

Although Section 10 (c) of the Act provides expressly that the Board's remedial power to require such affirmative action as will effectuate the policies of the Act shall include the power to order reinstatement of "employees," it is clear that this section does not preclude the Board from requiring the reinstatement of workers who may have ceased to be "employees" as defined in Section 2 (3) of the Act.⁵⁹ Moreover, the Boswell Company's claim that the individuals in question ceased to be its "employees" upon being laid off is contrary to the evidence. All these six claimants have been repeatedly employed by the Boswell Company, over periods of time varying from 1 to 10 years, with intermittent lay-offs due principally to the seasonal character of the Company's operations. A majority of the Company's employees at the Corcoran plant work intermittently, and the employment records of a large number of them, introduced in evidence at the hearing, show that it is the Company's custom to rehire the same individuals repeatedly after laying them off. The Boswell Company makes no claim that it has finally discharged any of these six claimants or that any of them has proved unsatisfactory as an employee. We must assume, therefore, that in the absence of discrimination against them on ac-

⁵⁹*Phelps Dodge Corporation v. National Labor Relations Board*, 61 S. Ct. 845, *aff'g as mod.* 113 F. (2d) 202 (C.C.A. 2), *enf'g as mod.* *Matter of Phelps Dodge Corporation, a corporation and International Union of Mine, Mill & Smelter Workers, Local No. 30*, 19 N.L.R.B. 547.

count of their membership in the Federal, they enjoy, now as in the past, a reasonable expectancy of being reinstated by the Boswell Company whenever the volume of its operations increases to the point where work in which they have customarily been employed becomes available. These individuals, therefore, did not cease to be employees of the Boswell Company upon being laid off.⁶⁰

Nor does the evidence support the Boswell Company's claim that Gilmore, Boyd Ely, Griffin, and Johnston obtained other regular and substantially equivalent employment following their lay-offs. Gilmore and Boyd Ely were employed during the winter of 1938 in the construction of a high school building in Corcoran. Gilmore earned \$488.90 and Boyd Ely earned something over \$100. Griffin, who had

⁶⁰Cf. *Matter of Alaska Packers Association and Alaska Cannery Workers Local No. 5, Committee for Industrial Organization*, 7 N.L.R.B. 141; *National Labor Relations Board v. Waterman Steamship Corporation*, 309 U. S. 696, rev'g mod. of Board's order in 103 F. (2d) 157 (C.C.A. 5), enf'g as mod. *Matter of Waterman Steamship Corporation and National Maritime Union of America, Engine Division, Mobile Branch, Mobile, Alabama*, 7 N.L.R.B. 237; *Nashville, C. & St. L. Ry. v. Railway Employees' Department of American Federation of Labor et al.*, 93 F. (2d) 340, cert. den. 303 U. S. 649; *North Whittier Heights Citrus Assn. v. National Labor Relations Board*, 109 F. (2d) 76 (C. C.A. 9), cert. den. 310 U. S. 632, reh. den. 311 U. S. 724, enf'g *Matter of North Whittier Heights Citrus Association and Citrus Packing House Workers Union, Local No. 21091*, 10 N.L.R.B. 1269.

earned about \$65 or \$70 between November 1938 and the time of the hearing, testified, on June 1, 1939, that he was then employed in Hanford, California, as a hay baler, earning 25 cents per ton, or an average of from \$25 to \$30 per week. All three men testified that they would be willing to accept reinstatement to their positions with the Boswell Company. There is no indication that their other employment was in any sense regular or substantially equivalent to their employment with the Boswell Company. On the contrary, the character of Gilmore's, Ely's, and Griffin's employment indicates that these jobs merely served to supplement, during slack seasons or periods between seasons, the work available for them at the Boswell Company's Corcoran plant.⁶¹ Johnston, like Farr, whose prospective new employment is discussed above, was about to take a new job in another town at the time of the hearing. Johnston testified, however, that he would be willing to accept reinstatement to his position with the Boswell Company. As in the case of Farr, there is no evidence indicating that his prospective employment was regular or substantially equivalent to his employment with the Boswell Company. We find that neither

⁶¹Cf. Matter of Paragon Rubber Co.-American Character Doll Company and Toy and Novelty Workers Organizing Committee of the C.I.O., 6 N.L.R.B. 23; Matter of Dreamland Bedding and Upholstery Co., et al., and United Furniture Workers of America, C.I.O. #262, Furniture Workers Union #1541, A. F. of L.; 24 N.L.R.B., No. 21.

Gilmore, Boyd Ely, Johnston, nor Griffin has obtained other regular and substantially equivalent employment since his lay-off by the Boswell Company. Furthermore, as stated above with respect to Farr, even were it true that Gilmore, Boyd Ely, Griffin, and Johnston had obtained other regular and substantially equivalent employment we would nevertheless, in the exercise of the authority granted by Section 10 (c) of the Act, order their reinstatement as employment becomes available for them, since we find that such remedial order is necessary to assure effectively the right of self-organization to the Boswell Company's employees and thus effectuate the policies of the Act.⁶²

Having found that the Boswell Company has unlawfully failed to safeguard the members of the Federal in its employ from physical interruption of their work and threats of assault by its other employees, we will order the Company to afford all its employees reasonable protection in its plant at all times from physical interruption of their work and physical assaults and threats thereof directed at discouraging membership in, or activities on be-

⁶²See *Phelps Dodge Corporation v. National Labor Relations Board*, 61 S. Ct. 845, *aff'g as mod.* 113 F. (2d) 202 (C.C.A. 2), *enf'g as mod.* *Matter of Phelps Dodge Corporation*, a corporation and *International Union of Mine, Mill & Smelter Workers*, Local No. 30, 19 N.L.R.B. 547; *Matter of Ford Motor Company and International Union, United Automobile Workers of America*, Local Union No. 249, 31 N.L.R.B., No. 170.

half of, the Federal, or any other labor organization.⁶³

We have found that the Boswell Company dominated and interfered with the formation and administration of the Association and contributed financial and other support to it. Since the Association has never been recognized by the Boswell Company as the representative of its employees for the purposes of collective bargaining, it will not be necessary to order the disestablishment of the Association as such representative. However, we shall order the Boswell Company to refuse to recognize the Association as the representative of any of its employees for the purposes of dealing with it concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment.

We have found that the Exchange discriminated with respect to the hire and tenure of employment

⁶³*National Labor Relations Board v. General Motors Corp.*, 116 F. (2d) 306 (C.C.A. 7) enf'g Matter of General Motors Corporation et al. and International Union, United Automobile Workers of America, Local No. 146, 14 N.L.R.B. 113; *National Labor Relations Board v. Riverside Mfg. Co.*, 119 F. (2d) 302 (C.C.A. 5), enf'g as mod. Matter of Riverside Manufacturing Company and Amalgamated Clothing Workers of America, 20 N.L.R.B. 394; *National Labor Relations Board v. Ford Motor Company*, 119 F. (2d) 326 (C.C.A. 5), reh. den. May 31, 1941, enf'g as mod. Matter of Ford Motor Company and International Union, United Automobile Workers of America, affiliated with the A. F. of L., et al., 26 N.L.R.B., No. 34.

of Margaret A. Dunn and thereby discouraged membership in a labor organization and interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in the Act. We shall order the Exchange to offer Mrs. Dunn immediate and full reinstatement to her former or a substantially equivalent position, without prejudice to her seniority and other rights and privileges. We shall further order the Exchange to make Mrs. Dunn whole for any loss of pay she has suffered by reason of its discrimination against her by payment to her of a sum of money equal to that which she normally would have earned as wages from March 2, 1939, the date of the discrimination against her, to the date of the offer of reinstatement less her net earnings⁶⁴ during said period.

Upon the basis of the foregoing findings of fact and upon the entire record in the case, the Board makes the following:

Conclusions of Law

1. Cotton Products and Grain Mill Workers Union Local No. 21798, A.F.L., and J. G. Boswell Company Employees' Association of Coreoran and Tipton, California, are labor organizations, within the meaning of Section 2 (5) of the Act.

2. By interfering with, restraining, and coercing their employees in the exercise of the rights guaranteed in Section 7 of the Act, the Boswell Company and the Exchange have and each of them has en-

⁶⁴See footnote 52, *supra*.

gaged in and is engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

3. By dominating and interfering with the formation and administration of J. G. Boswell Company Employees' Association of Corcoran and Tipton, California, and by contributing financial and other support to said organization, the Boswell Company has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (2) of the Act.

4. By discriminating in regard to the hire and tenure of employment of their employees and thereby discouraging membership in Cotton Products and Grain Mill Workers Union Local No. 21798, A.F.L., the Boswell Company and the Exchange have and each of them has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (3) of the Act.

5. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

6. The Associated Farmers has not engaged in unfair labor practices, within the meaning of Section 8 (1), (3), or (4) of the Act.

7. Neither the Boswell Company nor the Exchange has engaged in unfair labor practices, within the meaning of Section 8 (4) of the Act.

ORDER

Upon the basis of the above findings of fact and conclusions of law, and pursuant to Section 10 (c)

of the National Labor Relations Act, the National Labor Relations Board hereby orders that:

I. The respondent, J. G. Boswell Company, Corcoran, California, and its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Dominating or interfering with the administration of J. G. Boswell Company Employees' Association of Corcoran and Tipton, California, or with the formation or administration of any other labor organizations of its employees, and from contributing financial or other support to J. G. Boswell Company Employees' Association of Corcoran and Tipton, California, or to any other labor organization of its employees;

(b) Discouraging membership in Cotton Products and Grain Mill Workers Union Local No. 21798, A.F.L., or any other labor organization of its employees, by evicting from its plant, discharging, laying off, and/or refusing to reinstate any of its employees or in any other manner discriminating in regard to their hire and tenure of employment, or any term or condition of their employment;

(c) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the National Labor Relations Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Afford all its employees at all times reasonable protection in its plant in Corcoran, California, from physical interruption of their work and physical assaults or threats thereof directed at discouraging membership in or activities on behalf of Cotton Products and Grain Mill Workers Union Local No. 21798, A.F.L., or any other labor organization;

(b) Offer to L. A. Spear, R. K. Martin, H. N. Wingo, George J. Andrade, O. L. Farr, E. C. Powell, and Elgin Ely immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority and other rights and privileges;

(c) Make whole said L. A. Spear, R. K. Martin, H. N. Wingo, George J. Andrade, O. L. Farr, E. C. Powell, and Elgin Ely for any loss of pay they have suffered by reason of said respondent's discrimination against them by payment to each of them, respectively, of a sum of money equal to that which he would normally have earned as wages from the date of such discrimination to the date of said respondent's offer of reinstatement, less his net earnings⁶⁵ during such portions of said period when he would normally have been working for said respondent; and less any sums already paid to him by said respondent for days of work subsequent

⁶⁵See footnote 52, *supra*.

to November 18, 1938, when he was not actually working at its plant;

(d) Place James Gilmore, Boyd Ely, Walter Winslow, W. R. Johnston, Stephen J. Griffin, and Eugene Clark Ely upon a preferential list of its employees who are temporarily laid off, following a system of seniority to such extent as has heretofore been applied in the conduct of said respondent's business, and offer employment to them in their former or substantially equivalent positions, as such employment becomes available and before hiring other persons for such work;

(e) Refuse to recognize J. G. Boswell Company Employees' Association of Corcoran and Tipton, California, as the representative of any of its employees for the purpose of dealing with said respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, and other conditions of employment;

(f) Post immediately in conspicuous places in and about its plant at Corcoran, California, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating: (1) that said respondent will not engage in the conduct from which it is ordered to cease and desist in paragraphs I, 1 (a), (b), and (c) of this Order; (2) that said respondent will take the affirmative action set forth in paragraphs I, 2 (a), (b), (c), (d), and (e) of this Order; and (3) that said respondent's employees are free to become or remain members of Cotton Products and

Grain Mill Workers Union Local No. 21798, A.F.L., and that said respondent will not discriminate against any employee because of membership or activity in that organization;

(g) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the date of this Order what steps said respondent has taken to comply herewith.

II. The respondent, Corcoran Telephone Exchange, Corcoran, California, and its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Discouraging membership in Cotton Products and Grain Mill Workers Union Local No. 21798, A.F.L., or any other labor organization by discharging or in any other manner discriminating in regard to the hire and tenure of employment of its employees or any of them;

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the National Labor Relations Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Offer to Margaret A. Dunn immediate and

full reinstatement to her former or a substantially equivalent position, without prejudice to her seniority and other rights and privileges;

(b) Make whole the said Margaret A. Dunn for any loss of pay she has suffered by reason of said respondent's discrimination against her by payment to her of a sum of money equal to that which she would normally have earned as wages during the period from March 2, 1939, to the date of said respondent's offer of reinstatement less her net earnings⁶⁶ during said period;

(c) Post immediately in and about its place of business at Corcoran, California, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating: (1) that said respondent will not engage in the conduct from which it is ordered to cease and desist in paragraphs II, 1 (a) and (b) of this Order; (2) that said respondent will take the affirmative action set forth in paragraphs II, 2 (a) and (b) of this Order; and (3) that said respondent will not discriminate against any employee because of membership in or activity on behalf of Cotton Products and Grain Mill Workers Union Local No. 21798, A.F.L., or any other labor organization;

(d) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the date of this Order what steps said respondent has taken to comply herewith.

⁶⁶See footnote 52, *supra*.

III. The amended complaint be, and it hereby is, dismissed in so far as it alleges that:

1. The respondent, J. G. Boswell Company, engaged in unfair labor practices within the meaning of Section 8 (3) of the Act with respect to James Gilmore, Boyd Ely, Walter Winslow, W. R. Johnston, Stephen J. Griffin, Eugene Clark Ely, and Elmer Eller;

2. The respondent, J. G. Boswell Company, engaged in unfair labor practices with respect to Margaret A. Dunn;

3. The respondent, J. G. Boswell Company, drove certain pickets from the vicinity of its plant on January 30, 1939;

4. The respondent, J. G. Boswell Company black-listed members of Cotton Products and Grain Mill Workers Union Local No. 21798, A.F.L.;

5. The respondent, Corcoran Telephone Exchange, engaged in unfair labor practices within the meaning of Section 8 (4) of the Act;

6. The respondent, Associated Farmers of Kings County, Inc., Corcoran, California, engaged in unfair labor practices within the meaning of Section 8 (1), (3), and (4) of the Act.

Signed at Washington, D. C., this 29 day of September 1941.

HARRY A. MILLIS

Chairman

[Seal]

WM. M. LEISERSON

Member National Labor
Relations Board

Appendix A

Supervisory employees of the Boswell Company

The Boswell Company's plant in Corcoran is under the general management of Louis Robinson. His duties, however, do not include the ordinary day to day hiring and laying off of employees or the supervision of their work. Superintendence of labor matters at the plant is delegated to Gordon Hammond, who superintends manufacturing operations, hires and discharges the production employees, and maintains their employment records.

During the periods when its gins and mill are in operation the Company employs, at the Corcoran plant, between 80 and 180 or more production employees, depending upon the cotton crop. These employees perform various tasks in the three gin buildings, the oil mill, the "seed house," the warehouse, the machine shop, and the yard.

Louis Robinson, asked to "define a foreman so far as the operations at the plant are concerned," testified, "I would define a foreman as Gordon Hammond. He is in charge of everything out there. * * * I don't know of anybody at the plant that carries the title of foreman." Nevertheless, it is evident that there must be and are employees who assist Gordon Hammond in supervising the work of the 80 to 180 or more employees engaged in numerous tasks in physically separate locations in the plant. The testimony of Boswell employees at the hearing, referring to Tom and Joe Hammond, Bill Robinson, Lloyd, Busby, and others as "foreman" in-

dicates that Louis Robinson's testimony as to the use of this title may be inaccurate. Louis Robinson himself admitted, at the hearing, that the Company has "a large number of employees that direct work on certain jobs, as long as that particular job is running." The evidence respecting the particular individuals, detailed infra, shows that they are regularly engaged in supervising the work of other employees in the various departments in the plant and that their superior rank and responsibility is recognized both by the Company and by its ordinary employees.

Tom and Joe Hammond. Several witnesses, employed by the Boswell Company in ginning and milling operations, identified Tom and Joe Hammond as the supervisors in the gins and the mill, respectively. These employees had received their orders from Tom and Joe Hammond and several had been laid off by either Tom or Joe Hammond. During the November 17 conference in which Federal representatives complained to Gordon Hammond about the anti-union conduct of these individuals, Gordon Hammond admitted that he held them responsible for the execution of his instructions respecting operations in various departments of the plant. Tom and Joe Hammond are salaried employees, paid from the Boswell Company's Los Angeles Office. They clearly occupy the status of supervisors who would normally be designated as foremen or department superintendents. We find that they are supervisory employees of the Boswell Company.

Bill Robinson was described in the testimony of three ginners as a "trouble-shooter" and "foreman" or "subforeman" in the gins. Robinson repairs and adjusts the machinery in the gin building and instructs the ginners with respect to the technical performance of their work. In addition, he appears to have some general supervisory capacity. The uncontradicted testimony of several employees indicates that they had received their working orders from him when they were employed in the gins and that he had instructed them when they were to report for work and when to stop working. We find that Bill Robinson is a supervisory employee of the Boswell Company.⁶⁷

Rube Lloyd is the Boswell Company's "building superintendent," supervising the work of carpenters and construction employees. The uncontradicted testimony of two employees who had worked under Lloyd indicates that he gave working orders to them and others and instructed them when to report for work. Lloyd is customarily sent outside the plant in charge of gangs to do certain construction work. Although Gordon Hammond testified that on such occasions he selects the men comprising Lloyd's gang and accompanies them himself to lay out the work, he did not deny that Lloyd actually supervises the men performing construction work both inside and

⁶⁷Cf. *Matter of Universal Match Corporation and United Match Workers' Local Industrial Union #180*, affiliated with Committee for Industrial Organization, 23 N.L.R.B., No. 19, footnote 8.

outside the plant. Lloyd receives a salary of \$200 a month and is the highest paid "carpenter" employed at the Corcoran plant. We find that he is a supervisory employee of the Boswell Company.

Kelly Hammond was described in the testimony of Boyd Ely, an employee in the oil mill, as the supervisor in charge of the night shift in the mill. The Boswell Company introduced no evidence to contradict Ely's testimony. We find that Kelly Hammond is a supervisory employee of the Boswell Company.

Oscar Busby. Two witnesses employed by the Boswell Company referred to Busby, in their testimony, as the "foreman" in charge of the machine shop at the plant. Busby has from three to five subordinates in the machine shop and receives a salary from the Company's Los Angeles office. Louis Robinson, who described Busby as an expert mechanic and the highest paid employee in the machine shop, admitted, at the hearing, that "if anything came up" about the machine shop he, Robinson, would refer the matter to Gordon Hammond, who would discuss it with Busby, as the "best qualified man" in the shop. We find that Busby is a supervisory employee of the Boswell Company.

In the United States Circuit Court of Appeals
For the Ninth Circuit
No. 10148

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

J. G. BOSWELL COMPANY AND CORCORAN
TELEPHONE EXCHANGE,
Respondents.

PETITION FOR ENFORCEMENT OF AN OR-
DER OF THE NATIONAL LABOR RELA-
TIONS BOARD

To the Honorable, the Judges of the United States
Circuit Court of Appeals for the Ninth Circuit:

The National Labor Relations Board, pursuant to the National Labor Relations Act (Act of July 5, 1935, 49 Stat. 449, c. 372, 29 U. S. C. § 151 et seq.), respectfully petitions this Court for the enforcement of its order against respondents, J. G. Boswell Company and Corcoran Telephone Exchange, their respective officers, agents, successors, and assigns. The proceeding resulting in said order is known upon the records of the Board as "In the Matter of J. G. Boswell Company, a corporation, Associated Farmers of Kings County, Inc., a corporation, and Corcoran Telephone Exchange, a corporation, and Cotton Products and Grain Mill Workers Union, Local No. 21798, A. F. of L., Case No. C-1476."

In support of this petition, the Board respectfully shows:

(1) Respondent, J. G. Boswell Company, is a California corporation engaged in business in the States of California and Arizona, within this judicial circuit, where the unfair labor practices occurred. Respondent, Corcoran Telephone Exchange, is a California corporation engaged in business in the State of California, within this judicial circuit, where the unfair labor practices occurred. This Court therefore has jurisdiction of this petition by virtue of Section 10 (e) of the National Labor Relations Act.

(2) Upon all proceedings had in said matter before the Board, as more fully shown by the entire record thereof certified by the Board and filed with this Court herein, to which reference is hereby made, and including, without limitation, an amended complaint, respondents' motions to dismiss, respondents' answers to amended complaint and amendment to amended complaint, hearing for the purpose of taking testimony and receiving other evidence, Intermediate Report, order transferring case to the Board, and respondents' exceptions to Intermediate Report, the Board, on September 29, 1941, duly stated its findings of fact, conclusions of law, and order directed to respondents, J. G. Boswell Company and Corcoran Telephone Exchange, their officers, agents, successors and assigns. So much of the aforesaid order as relates to this proceeding provides as follows:

ORDER

Upon the basis of the above findings of fact and conclusions of law, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that:

I. The respondent, J. G. Boswell Company, Corcoran, California, and its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Dominating or interfering with the administration of J. G. Boswell Company Employees' Association of Corcoran and Tipton, California, or with the formation or administration of any other labor organization of its employees, and from contributing financial or other support to J. G. Boswell Company Employees' Association of Corcoran and Tipton, California, or to any other labor organization of its employees;

(b) Discouraging membership in Cotton Products and Grain Mill Workers Union Local No. 21798, A. F. L., or any other labor organization of its employees, by evicting from its plant, discharging, laying off, and/or refusing to reinstate any of its employees or in any other manner discriminating in regard to their hire and tenure of employment, or any term or condition of their employment;

(c) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and

to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the National Labor Relations Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

- (a) Afford all its employees at all times reasonable protection in its plant in Corcoran, California, from physical interruption of their work and physical assaults or threats thereof directed at discouraging membership in or activities on behalf of Cotton Products and Grain Mill Workers Union Local No. 21798, A. F. L., or any other labor organization;

- (b) Offer to L. A. Spear, R. K. Martin, H. N. Wingo, George J. Andrade, O. L. Farr, E. C. Powell, and Elgin Ely immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority and other rights and privileges;

- (c) Make whole said L. A. Spear, R. K. Martin, H. N. Wingo, George J. Andrade, O. L. Farr, E. C. Powell, and Elgin Ely for any loss of pay they have suffered by reason of said respondent's discrimination against them by payment to each of them, respectively, of a sum of money equal to that which he would normally have earned as wages from the date of such discrimination to the date of said respondent's offer of reinstatement, less his net earnings⁶⁵ during such portions of said period when he would normally have been working for said respon-

dent; and less any sums already paid to him by said respondent for days of work subsequent to November 18, 1938, when he was not actually working at its plant;

(d) Place James Gilmore, Boyd Ely, Walter Winslow, W. R. Johnston, Stephen J. Griffin, and Eugene Clark Ely upon a preferential list of its employees who are temporarily laid off, following a system of seniority to such extent as has heretofore been applied in the conduct of said respondent's business, and offer employment to them in their former or substantially equivalent positions, as such employment becomes available and before hiring other persons for such work;

(e) Refuse to recognize J. G. Boswell Company Employees' Association of Corcoran and Tipton, California, as the representative of any of its employees for the purpose of dealing with said respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, and other conditions of employment;

(f) Post immediately in conspicuous places in and about its plant at Corcoran, California, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating: (1) that said respondent will not engage in the conduct from which it is ordered to cease and desist in paragraphs I, 1 (a), (b), and (c) of this Order; (2) that said respondent will take the affirmative action set forth in paragraphs I, 2 (a), (b), (c), (d), and (e) of this Order; and

(3) that said respondent's employees are free to become or remain members of Cotton Products and Grain Mill Workers Union Local No. 21798, A. F. L., and that said respondent will not discriminate against any employee because of membership or activity in that organization;

(g) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the date of this Order what steps said respondent has taken to comply herewith.

II. The respondent, Corcoran Telephone Exchange, Corcoran, California, and its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Discouraging membership in Cotton Products and Grain Mill Workers Union Local No. 21798, A. F. L., or any other labor organization by discharging or in any other manner discriminating in regard to the hire and tenure of employment of its employees or any of them;

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the National Labor Relations Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Offer to Margaret A. Dunn immediate and full reinstatement to her former or a substantially equivalent position, without prejudice to her seniority and other rights and privileges;

(b) Make whole the said Margaret A. Dunn for any loss of pay she has suffered by reason of said respondent's discrimination against her by payment to her of a sum of money equal to that which she would normally have earned as wages during the period from March 2, 1939, to the date of said respondent's offer of reinstatement less her net earnings⁶⁶ during said period;

(c) Post immediately in and about its place of business at Corcoran, California, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating: (1) that said respondent will not engage in the conduct from which it is ordered to cease and desist in paragraphs II, 1 (a) and (b) of this Order; (2) that said respondent will take the affirmative action set forth in paragraphs II, 2 (a) and (b) of this Order; and (3) that said respondent will not dis-

⁶⁵, ⁶⁶, ⁵² By "net earnings" is meant earnings less expenses, such as for transportation, room, and board, incurred by an employee in connection with obtaining work and working elsewhere than for the respondent, which would not have been incurred but for the unlawful discrimination against him and the consequent necessity of his seeking employment elsewhere. * * * Monies received for work performed upon Federal, State, county, municipal or other work-relief projects shall be considered as earnings. * * *

criminate against any employee because of membership in or activity on behalf of Cotton Products and Grain Mill Workers Union Local No. 21798, A. F. L., or any other labor organization;

(d) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the date of this Order what steps said respondent has taken to comply herewith.

(3) On September 29, 1941, the Board's decision and order was served upon respondents by sending a copy thereof postpaid, bearing Government frank, by registered mail, to Messrs. Sidney J. W. Sharp and M. Wingrove, respondents' attorneys in Hanford, California.

(4) Pursuant to Section 10 (e) of the National Labor Relations Act, the Board is certifying and filing with this Court the transcript of the entire record in the proceeding before the Board, including the pleadings, testimony, evidence, findings of fact, conclusions of law and order of the Board.

Wherefore, the Board prays this Honorable Court that it cause notice of the filing of this petition and transcript to be served upon respondents and that this Court take jurisdiction of the proceedings and of the questions determined therein and make and enter upon the pleadings, testimony and evidence, and the proceedings set forth in the transcript and upon so much of the order made thereupon, as set forth in paragraph (2) hereof, a decree enforcing in whole said order of the Board, and re-

quiring respondents, and their agents, successors, and assigns, to comply therewith.

NATIONAL LABOR RELATIONS BOARD,

By ERNEST A. GROSS,

Associate General Counsel.

Dated at Washington, D. C., this 23rd day of May 1942.

District of Columbia, ss:

Ernest A. Gross, being first duly sworn, states that he is Associate General Counsel of the National Labor Relations Board, petitioner herein, and that he is authorized to and does make this verification in behalf of said Board; that he has read the foregoing petition and has knowledge of the contents thereof; and that the statements made therein are true to the best of his knowledge, information, and belief.

ERNEST A. GROSS,

Associate General Counsel.

Subscribed and sworn to before me this 23rd day of May 1942.

[Seal]

DANIEL T. GHENT, JR.,

Notary Public, District of
Columbia.

My Commission expires August 31, 1944.

[Endorsed]: Filed May 27, 1942, Paul P. O'Brien, Clerk.

ORDER TO SHOW CAUSE

CCA No. 10148

United States of America, ss:

The President of the United States of America
To J. G. Boswell Co., Corcoran, Cal., Cotton Products & Grain Mill Workers Union, Local No. 21798, A.F.L. 309 Broad Ave., Wilmington, Cal., J. G. Boswell Co. Employees Ass'n. of Corcoran & Tipton, Cal., Corcoran, Cal., Corcoran Telephone Exchange, Corcoran, Cal., Associated Farmers of Kings County, Inc. Box 386, Corcoran, Cal., Central Labor Council, Labor Temple, Los Angeles, Cal., Los Angeles Industrial Union Council, 406 South Main St., Los Angeles, Calif., Greeting:

Pursuant to the provisions of Subdivision (e) of Section 160, U.S.C.A. Title 29 (National Labor Relations Board Act, Section 10(e)), you and each of you are hereby notified that on the 27th day of May, 1942, a petition of the National Labor Relations Board for enforcement of its order entered on September 29, 1941, in a proceeding known upon the records of the said Board as "In the Matter of J. G. Boswell Company, a corporation, Associated Farmers of Kings County, Inc., a corporation, and Corcoran Telephone Exchange, a corporation, and Cotton Products and Grain Mill Workers Union, Local No. 21798, A. F. of L., Case No. C-1476," and for entry of a decree by the United States Circuit Court

of Appeals for the Ninth Circuit, was filed in the said United States Circuit Court of Appeals for the Ninth Circuit, copy of which said petition is attached hereto.

You are also notified to appear and move upon, answer or plead to said petition within ten days from date of the service hereof, or in default of such action the said Circuit Court of Appeals for the Ninth Circuit will enter such decree as it deems just and proper in the premises.

Witness, the Honorable Harlan Fiske Stone, Chief Justice of the United States, this 28th day of May in the year of our Lord one thousand, nine hundred and forty-two.

PAUL P. O'BRIEN,

Clerk of the United States Circuit Court of Appeals for the Ninth Circuit.

RETURN ON SERVICE OF WRIT

United States of America,
Southern District of California.—ss.

I hereby certify and return that I served the annexed Notice and copy of Petition on the therein-named Central Labor Council, Labor Temple, Los Angeles, Calif., by handing to and leaving a true and correct copy thereof with J. W. Buzzell, Secretary, Central Labor Council of Los Angeles, per-

sonally at Los Angeles in said District on the 2 day of June, 1942.

ROBERT E. CLARK

U. S. Marshal.

By EDWARD L. FAUPEL,
Deputy.

RETURN ON SERVICE OF WRIT

United States of America,
Southern District of California.—ss.

I hereby certify and return that I served the annexed Notice and Copy of Petition on the therein-named Los Angeles Industrial Union Council, by handing to and leaving a true and correct copy thereof with Phillip M. Connolly, Secretary personally at Los Angeles in said District on the 3 day of June, 1942.

ROBERT E. CLARK

U. S. Marshal.

By EDWARD L. FAUPEL,
Deputy.

RETURN ON SERVICE OF WRIT

United States of America,
Southern District of California.—ss.

I hereby certify and return that I served the annexed Notice and Copy of Petition on the therein-named Cotton Products & Grain Mill Workers

Union, Local No. 21798 A.F.L. by handing to and leaving a true and correct copy thereof with Marshal Shafer, Local Representative personally at Wilmington in said District on the 3 day of June, 1942.

ROBERT E. CLARK

U. S. Marshal.

By EDWARD L. FAUPEL,

Deputy.

RETURN ON SERVICE OF WRIT

United States of America,
Southern District of California.—ss.

I hereby certify and return that I served the annexed Petition To Enforce Order of National Labor Relations Board on the therein-named Corcoran Telephone Exchange Corcoran, California by handing to and leaving a true and correct copy thereof with Harry Glenn, Manager personally at Corcoran, California in said District on the 9th day of June, 1942.

ROBERT E. CLARK

U. S. Marshal.

By JOSEPH B. TRACY

Deputy.

RETURN ON SERVICE OF WRIT

United States of America,
Southern District of California.—ss.

I hereby certify and return that I served the annexed Petition To Enforce Order Of National Labor

Relations Board on the therein-named J. G. Boswell & Co., Corcoran, California by handing to and leaving a true and correct copy thereof with Louis T. Robinson, Director and Assistant Secretary personally at Corcoran, California in said District on the 9th day of June, 1942.

ROBERT E. CLARK

U. S. Marshal.

By JOSEPH B. TRACY

Deputy.

RETURN ON SERVICE OF WRIT

United States of America,
Southern District of California.—ss.

I hereby certify and return that I served the annexed Petition To Enforce Order Of National Labor Relations Board on the therein-named J. G. Boswell Co. Employees Association Of Corcoran and Tipton, California by handing to and leaving a true and correct copy thereof with Leo Melvern Carr, Secretary personally at Corcoran, California in said District on the 9th day of June, 1942.

ROBERT E. CLARK

U. S. Marshal.

By JOSEPH B. TRACY

Deputy.

RETURN ON SERVICE OF WRIT

United States of America,
Southern District of California.—ss.

I hereby certify and return that I served the annexed Petition To Enforce Order Of National Labor Relations Board on the therein-named Associated Farmers Of Kings County, Inc., Corcoran, California by handing to and leaving a true and correct copy thereof with Ronald Squire, President personally at Corcoran, California in said District on the 9th day of June, 1942.

ROBERT E. CLARK

U. S. Marshal.

By JOSEPH B. TRACY

Deputy.

[Endorsed]: Filed Jun. 16, 1942. Paul P. O'Brien,
Clerk.

[Title of Board and Cause.]

ANSWER OF J. G. BOSWELL COMPANY
EMPLOYEES ASSOCIATION OF CORCO-
RAN AND TIPTON, CALIFORNIA, TO PE-
TITION FOR ENFORCEMENT OF AN
ORDER OF THE NATIONAL LABOR RE-
LATIONS BOARD.

Now come the members of the J. G. Boswell Com-
pany Employees Association, through their duly
elected and specially authorized President, W. D.

Robinson, and, filing this their answer to said petition, allege:

I.

That said J. G. Boswell Company Employees Association ever since the 28th day of November, 1938, has been and now is an employees association organized and existing under and by virtue of the National Labor Relations Act of the United States of America.

II.

That on the 27th day of May, 1942, at the time said order was filed herein, said association included among its regular members more than 90% of the total number of employees of said Company, but that since the issuance of said order on the 27th day of May, 1942, no additional men employed by the Company have been received into membership of said association; that the number of the members of said association is now 41.

III.

That more than a majority of all of the employees of said company are now members of said association and desire to continue said association as a bargaining agent under said Act.

IV.

That said association on June 9, 1942, was served with notice that on the 27th day of May, 1942, a petition of the National Labor Relations Board for en-

forcement of said order was filed herein and that said association was required to answer said petition within ten days after said service to avoid a default being taken against said association.

V.

That said association has never been made a party to said action and that said Board has no jurisdiction over said association, but that the enforcement of said order will in effect destroy said association for the reason that said order enjoins said company from negotiating with said association; that this is a round about and indirect method of assuming jurisdiction over said association, because if the company is not permitted to negotiate with the association, then the association cannot negotiate with said company, and the association will thereby be deprived of the rights afforded it as a bargaining agent under said Act.

VI.

That the Governing Board of said Association at a meeting thereof at Corcoran, California, on June 18, 1942, by the unanimous action of the members of said board, empowered, authorized and directed the undersigned, W. D. Robinson as the President of said Association, to do all acts and things required in connection with the preparation and filing of this answer.

Wherefore, said association prays that said order be modified so as to permit said association through its duly constituted officers to negotiate for wages,

hours and conditions of employment with said company.

J. G. BOSWELL COMPANY
EMPLOYEES ASSOCIATION
OF CORCORAN AND TIP-
TON, CALIFORNIA.

By W. D. ROBINSON

Its President

CLARK CLEMENT

Attorney for said Association

State of California.

County of Kings—ss.

W. D. Robinson, being first duly sworn, deposes and says:

That he is and at all times mentioned in the foregoing Answer was the President of J. G. Boswell Company Employees Association of Corcoran and Tipton, California; that he has read the *the* foregoing Answer and knows the contents thereof; that the same is true of his own knowledge, except as to the matters therein alleged on information or belief, and as to those matters that he believes it to be true.

W. D. ROBINSON

Subscribed and sworn to before me this 18th day of June, 1942.

[Seal]

CLARK CLEMENT

Notary Public in and for the
County of Kings, State of
California.

[Endorsed]: Filed Jun. 19, 1942.

[Title of Board and Cause.]

ANSWER TO PETITION FOR ENFORCEMENT FILED BY THE NATIONAL LABOR RELATIONS BOARD (NATIONAL LABOR RELATIONS BOARD CASE No. C-1476) AND MOTION TO VACATE AND SET ASIDE PURPORTED ORDER OF THE NATIONAL LABOR RELATIONS BOARD IN SAID CASE.

To the Honorable Judges of the United States Circuit Court of Appeals for the Ninth Circuit:

J. G. Boswell Company and Corcoran Telephone Exchange, the respondents herein, and each of them, appearing by the undersigned, their legal counsel, say that a Petition for Enforcement of a purported Order of the National Labor Relations Board, hereinafter referred to as the Board, in case numbered 10148, has been filed with this Honorable Court and said respondents, and each of them, hereby answer said Petition, and set forth herein their respective Motions to vacate and set aside said purported Order of the Board appearing on the records of said Board as Case numbered C-1476.

Respondents, and each of them, by way of answer, admit, deny and allege as follows:

I.

Respondents, and each of them, deny that the Board has at any time lawfully issued any lawful Order against the Respondents, or either of them, and/or their respective officers, agents, successors and/or assigns.

II.

Respondents, and each of them, deny that any lawful proceedings resulting in any purported Order or Orders exists upon the records of the Board, or elsewhere, and allege that any proceeding conducted by the Board purporting to result in any Order or alleged Orders running against the respondents J. G. Boswell Company and Corcoran Telephone Exchange, or either of them, and/or their respective officers, agents, successors and/or assigns, and any such Order or Orders, are wholly illegal, null, void, and of no effect.

III.

Answering paragraph (1) of said petition, respondents admit that respondent J. G. Boswell Company is a California corporation engaged in business in the states of California and Arizona, within this judicial circuit, and that respondent Corcoran Telephone Exchange, is a California corporation engaged in business in the State of California, within this judicial circuit, but respondent Corcoran Telephone Exchange alleges that it is engaged solely in the telephone business and that its business is intra-state and not inter-state within the meaning of the Constitution of the United States of America, and/or the Act.

Further answering said paragraph of the petition, said respondents, and each of them, deny that any unfair labor practices occurred at any time in the operation of the business of either of said respondents.

Further answering paragraph (1) of said petition, said respondents, and each of them, deny that this court has jurisdiction of the petition or of this proceeding by virtue of Section 10 (e) of the National Labor Relations Act, hereinafter referred to as the Act, or otherwise, except to the extent necessary to inquire into the allegations hereinafter made, and to set aside and vacate any or all purported Orders of the Board; but in this reference respondents and each of them allege and say that they and each of them are not subject to the Act, and that the Board is without and never had jurisdiction to make the purported Order.

IV.

Answering paragraph (2) of said petition, respondents and each of them, deny that the Board duly stated its Findings of Fact and Conclusions of Law and duly issued the purported Order mentioned in said petition, in the sense that "duly", as used in the petition, means lawfully and according to due process of law, and as specifications and assignments under the foregoing denial, respondents, and each of them, allege and say that the following Findings, Conclusions, and purported Orders of the Board on the issues of its jurisdiction, including its Findings on said issues which are implied from its findings and conclusions that the exceptions of each of the respondents to the intermediate report of the trial examiner are without merit, and each of said findings is (a) contrary to fact, (b) contrary to law, (c) not supported by substantial evidence, (d) not

within the powers or jurisdiction of the Board, to wit:

1. The finding and conclusion that the exceptions of the respondents to the intermediate report are without merit, save as the exceptions are consistent with the Findings, Conclusions, and Order of the Board.

2. The finding and conclusion that telephone service, both local and long distance, is so indispensable to the conduct of ordinary business affairs that its interruption in a community like Coreoran would necessarily burden and obstruct commerce.

3. The finding and conclusion that the activities of the respondents, and each of them, set forth in the Decision and Order of the Board, occurring in connection with the operations of each of the respondents, have a close, intimate, and substantial relation to trade, traffic, commerce, and communication among the several states, and tend to lead to labor disputes burdening and obstructing commerce, and the free flow of commerce.

4. The finding and conclusion that the respondents, and each of them, have been guilty of unfair labor practices, and that such purported unfair labor practices affect commerce within the meaning of Section 2 (6) and (7) of the Act.

5. The finding and conclusion that the respondents and each of them is an employer within the meaning of Section 2 (2) of the Act.

6. The finding and conclusion that Margaret A. Dunn is an employee within the meaning of and as defined in the Act.

7. The finding and conclusion that proper charges were duly filed against the respondent Corcoran Telephone Exchange, and that such charges were duly served upon said respondent, or upon either of the respondents.

8. The finding and conclusion that the operations and activities of each of the respondents have a close, intimate, and substantial relation to trade, traffic, commerce and transportation among the several states and with foreign countries.

9. The finding and conclusion that the operations and activities of each of the respondents are anything more than operations and activities which are incidental only to commerce within the meaning and intent of Article I, Section 8 (3) of the Constitution of the United States.

10. The finding and conclusion that the operations and activities of the respondents, and each of them, affect commerce within the meaning and intent of the Act.

11. The finding and conclusion that the operations and activities of the respondents, and each of them, affect commerce within the meaning and intent of Article I, Section 8 (3) of the Constitution of the United States.

12. The finding and conclusion that the operations and activities of the respondents, and each of them, constitute commerce among the several states and with foreign countries within the meaning and intent of the Act.

13. The finding and conclusion that the opera-

tions and activities of the respondents, and each of them, constitute commerce among the several states and with foreign countries within the meaning of Article I, Section 8 (3) of the Constitution of the United States.

14. The finding and conclusion that respondents, and each of them, are engaged in commerce within the meaning and intent of the Act. And

15. The finding and conclusion that respondents, and each of them, are engaged in commerce within the meaning and intent of Article I, Section 8 (3) of the Constitution of the United States.

V.

Further answering paragraph (2) of said petition, respondents, and each of them, deny that the Board duly stated its Findings of Fact, Conclusion of Law, and issued the Order mentioned in said petition in the sense that the word "duly" as used in the petition means lawfully and according to due process of law, and as specifications and assignments under the foregoing denial, respondents, and each of them, allege and say that the following findings and conclusions of the Board on the issues of fact, including its findings and conclusions which are implied from its denial of all of respondents' exceptions to the intermediate report of the trial examiner, save as the exceptions are consistent with the findings, conclusions and purported Order of the Board, are, and each of said findings and conclusions is (a) not supported by substantial evi-

dence; (b) contrary to the evidence; (c) contrary to law, to wit:

1. The finding in the statement of the case recited in the purported Order and purported Decision that the charge upon which the complaint was issued by the Board was duly filed by Cotton Products and Grain Mill Workers Union, Local 21798, A. F. L.

2. The finding and conclusion that the objections interposed by respondents, and each of them, to the introduction of evidence by the Board purportedly in support of the allegations in the Fourth Amended Charge respecting the discharge of Margaret A. Dunn are without merit.

3. The finding and conclusion that the Trial Examiner did not commit error in his rulings upon motions and objections to the admission of evidence with respect to the allegations relating to Margaret A. Dunn.

4. The finding and conclusion that the respondents' Exceptions and Brief, save as the Exceptions are consistent with the findings, conclusions and order of the Board, are without merit.

5. The finding that the Pacific Telephone and Telegraph Company is a directly controlled subsidiary of American Telephone and Telegraph Company, and that American Telephone and Telegraph Company maintains world-wide communication facilities.

6. The finding that the charges for incoming and outgoing toll calls collected by respondent Corcoran

Telephone Exchange from its subscribers are prorated between the Exchange and the Pacific Telephone and Telegraph Company.

7. The finding that during the year beginning December 21, 1937 toll calls to points outside the State of California yielded an income to the respondent Corcoran Telephone Exchange of \$177.13.

8. The finding that at least three of the customers of respondent Corcoran Telephone Exchange are engaged in inter-state commerce.

9. The finding and conclusion that telephone service, both local and long distance, is so indispensable to the conduct of ordinary business affairs that its interruption in a community like Corcoran would necessarily burden and obstruct commerce.

10. The implied finding that there was an interruption in the telephone service of respondent Corcoran Telephone Exchange by reason of the discharge of Margaret A. Dunn.

11. The finding that the discharge of Margaret A. Dunn resulted in burdening and/or obstructing commerce.

12. The finding that respondent J. G. Boswell Company inaugurated a course of conduct tending to obstruct the formation and/or growth of the Federal.

13. The finding that respondent J. G. Boswell Company was hostile to the Federal, and that the purported hostility was initially expressed in the form of statements to employees at the plant disparaging the Federal and/or threatening employees with loss of their jobs if they adhered to it.

14. The finding that Tom Hammond made the purported statements, or any thereof, to Boyd Ely regarding the union which are attributed to him in the Board's purported Decision and Order.

15. The finding that Joe Hammond made the purported statements, or any thereof, to George Andrade regarding the union which are attributed to him in the Board's purported Decision and Order.

16. The finding that Joe Hammond made the purported statements, or any thereof, to O. L. Farr regarding the union which are attributed to him in the Board's purported Decision and Order.

17. The finding that Tom Hammond made the purported statements, or any thereof, to O. L. Farr regarding the union which are attributed to him in the Board's purported Decision and Order.

18. The finding that Joe Hammond made the purported statements, or any thereof, to H. N. Wingo regarding the union which are attributed to him in the Board's purported Decision and Order.

19. The finding that Tom Hammond made the purported statements, or any thereof, to R. K. Martin regarding the union which are attributed to him in the Board's purported Decision and Order.

20. The finding that Bill Robinson made the purported statements, or any thereof, to George Andrade regarding the union which are attributed to him in the Board's purported Decision and Order.

21. The finding that Bill Robinson made the pur-

ported statements, or any thereof, to Elgin Ely regarding the union which are attributed to him in the Board's purported Decision and Order.

22. The finding that Tom Hammond made the purported statements, or any thereof, to Stephen Griffin regarding the union which are attributed to him in the Board's purported Decision and Order.

23. The finding that Tom Hammond made the purported statements, or any thereof, to Walter Winslow regarding the union which are attributed to him in the Board's purported Decision and Order.

24. The finding that respondent J. G. Boswell Company does not deny the purported facts with respect to the alleged anti-union conduct of Tom Hammond, Joe Hammond and/or Bill Robinson.

25. The finding and conclusion that respondent J. G. Boswell Company's contention that it is not responsible for any alleged anti-union conduct of Tom Hammond, Joe Hammond and/or Bill Robinson is without merit.

26. The finding and conclusion that Tom Hammond, Joe Hammond and Bill Robinson are supervisors who direct the work of the rank and file employees in the plant; and the finding that the employees in the gins and mill are accustomed to receiving the respondent J. G. Boswell Company's orders from these individuals, and that the employees regard them as representing the Company in its relations with its employees.

27. The finding that the purported statements of Tom Hammond, Joe Hammond and Bill Robinson indicated that the respondent J. G. Boswell Company was actively opposed to the Federal and might punish its employees for engaging in union activities.

28. The finding that the purported statements of Tom Hammond and Joe Hammond and Bill Robinson and their purported conduct interfered with the employees in their self-organizational efforts.

29. The finding and conclusion that it is immaterial that Tom Hammond and Joe Hammond and Bill Robinson, and each of them, were not expressly authorized by respondent J. G. Boswell Company to intimidate and coerce the employees of the Company with respect to their union activities.

30. The finding that respondent J. G. Boswell Company failed to take any effective measures to stop Tom Hammond, Joe Hammond and Bill Robinson from their alleged interference with the union activities of its employees.

31. The finding that the employees of respondent J. G. Boswell Company believed that its attitude toward the Federal was that purportedly imputed to it by Tom Hammond, Joe Hammond and Bill Robinson, or any of them.

32. The finding and conclusion that respondent J. G. Boswell Company ratified the alleged illegal conduct of its alleged supervisory employees.

33. The finding and conclusion that respondent J. G. Boswell Company interfered with, restrained

and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

34. The finding that Tom Hammond made the purported statements, or any thereof, to L. A. Spear regarding the union which are attributed to him in the Board's purported Decision and Order.

35. The finding that on the morning of November 18, 1938, Bill Robinson and/or others sent the Federal members to the plant yard for "a little meeting" and/or anti-union demonstration.

36. The finding and conclusion that Kelly Hammond, Oscar Busby and Rube Lloyd are supervisors who direct the work of the rank and file employees in the plant; and the finding that the employees in the gins and mill are accustomed to receiving the respondent J. G. Boswell Company's orders from these individuals, and that the employees regard them as representing the Company in its relations with its employees.

37. The finding and conclusion that respondent J. G. Boswell Company is responsible for the purported conduct, actions and/or statements with respect to union matters of each of the following employees: Tom Hammond, Joe Hammond, Bill Robinson, Rube Lloyd, Kelly Hammond and Oscar Busby.

38. The finding that the Federal members were prevented from working after returning to their posts on the morning of November 18, 1938.

39. The finding that Spear, Farr, Martin, Andrade, Wingo, Briley and Powell were the only

active members of the Federal employed in the plant on November 18, 1938.

40. The finding that all employees, who were Federal members on November 18, 1938, other than Spear, Martin, Farr, Wingo, Briley, Andrade, Powell, Pete Galvan, Ygnacio Galvan and Andrew Galvan, had been laid off prior to said date.

41. The finding that Tom Hammond made the purported statements, or any thereof, to E. C. Powell regarding the union which are attributed to him in the Board's purported Decision and Order.

42. The finding that Bill Robinson made the purported statements, or any thereof, to E. C. Powell regarding the union which are attributed to him in the Board's purported Decision and Order.

43. The finding and conclusion that the testimony of E. C. Powell is worthy of credence.

44. The finding that respondent J. G. Boswell Company does not deny that the federal employees were evicted from its plant.

45. The finding and conclusion that the Federal members acted reasonably in leaving the premises on the morning of November 18, 1938, and then appealing to Louis Robinson.

46. The finding as to the conduct of the alleged supervisors of respondent J. G. Boswell Company on the morning of November 18, 1938.

47. The finding that the Federal members were confronted with a show of force, and that they were threatened that further interference with their work, if not actual assaults, would ensue if they failed to

comply with the alleged suggestion that they leave the plant.

48. The finding that the respondent J. G. Boswell Company encouraged an attitude of hostility to the Federal on the part of its non-union employees.

49. The finding that the non-union employees were not resentful of the Federal's action in requesting a reduction of working hours.

50. The finding and conclusion that the facts and evidence do not support the contention of respondent J. G. Boswell Company that its non-union employees without authority from the Company ousted the Federal employees because the non-union employees resented their presence and their organizational activities.

51. The finding that the respondent J. G. Boswell Company is responsible for the alleged anti-union conduct and activities of Bill Robinson and Kelly Hammond.

52. The finding that Bill Robinson and Kelly Hammond were the active leaders of the disturbance on November 18, 1938, and were the principal molesters of the Federal members.

53. The finding that respondent J. G. Boswell Company is responsible for the alleged acts and conduct of Rube Lloyd, or any thereof, on November 18, 1938.

54. The finding that the representatives of respondent J. G. Boswell Company initiated, lead and/or countenanced the entire alleged anti-union demonstration.

55. The finding that the "ordinary" employees in the plant insofar as they participated in the alleged demonstration acted on the assumption that "the Company was behind them."

56. The finding that Louis Robinson had an attitude of partisanship against the Federal and/or condoned the alleged acts of the individuals who had interrupted the operations of the plant and who purportedly evicted seven employees.

57. The finding that Louis Robinson made no "special investigation" to ascertain the origin of the alleged disturbance.

58. The finding that the only purely voluntary act of Louis Robinson with reference to the notice posted at the request of an agent of the Board was to amend the draft submitted by the Board's agent by substituting the words "proper representatives" for the words "supervisory employees."

59. The finding that Louis Robinson was lenient toward the persons who lead the alleged demonstration of November 18, 1938.

60. The finding and conclusion that the notice posted at the request of an agent of the Board cannot have impressed the employees as a sincere disavowal or condemnation by respondent J. G. Boswell Company of the alleged anti-union activities of its alleged plant supervisors.

61. The finding and conclusion that respondent J. G. Boswell Company is responsible for the alleged ouster of Spear, Martin, Farr, Wingo, Andrade, Briley and Powell from their employment on No-

vember 18, 1938 because of their membership and activities in the Federal.

62. The finding and conclusion that respondent J. G. Boswell Company discriminated with respect to the hire and tenure of employment of Spear, Martin, Farr, Wingo, Andrade, Briley and Powell.

63. The finding that respondent J. G. Boswell Company discouraged membership in the Federal.

64. The finding that respondent J. G. Boswell Company's representatives considered Powell as one of the Federal members who had allegedly been forced out of the plant.

65. The finding that Powell left the plant under Bill Robinson's alleged threat that he would incur physical violence if he did not remove his union button.

66. The finding and conclusion that there is no distinction between Powell's case and that of the others.

67. The finding that respondent J. G. Boswell Company condoned and/or adopted as its own the acts of its employees who had staged the alleged demonstration of November 18, 1938.

68. The finding and conclusion that the notification by respondent J. G. Boswell Company to Spear, Martin, Farr, Wingo, Andrade and Powell of the termination of their employment by registered letters constituted unfair labor practices.

69. The finding that respondent J. G. Boswell Company is in error in assuming that the employees who were allegedly evicted were obliged to take the initiative in seeking reinstatement.

70. The finding that respondent J. G. Boswell Company was responsible for the alleged anti-union demonstration of November 18, 1938.

71. The finding that respondent J. G. Boswell Company was under the affirmative duty to offer reinstatement to the employees who allegedly had been forced to leave their work.

72. The finding and conclusion that the employees who were allegedly evicted applied for reinstatement; and the finding and conclusion that respondent J. G. Boswell Company failed or refused to grant such reinstatement when applied for.

73. The finding that on November 19, 1938 and for at least a week thereafter there was work for all the employees who were allegedly ousted.

74. The finding that Prior, Martin and Spear denied in their testimony that Louis Robinson offered to permit the Federal members to return to work.

75. The finding and conclusion that the alleged evicted employees were justified in declining to return to work without a definite guaranty of protection.

76. The finding that Louis Robinson's claim that he offered to reinstate the alleged ousted employees is belied by the Company's entire course of conduct during the period of approximately two weeks subsequent to the interview of November 19, 1938.

77. The finding that on the afternoon of November 19, 1938, the Federal voted to boycott the respondent J. G. Boswell Company's products.

78. The finding that within the next few days after November 23, 1938 an agent of the Board persuaded Louis Robinson to post the notice to employees disclaiming any intention to violate the Act.

79. The finding and conclusion that the evidence does not support respondent J. G. Boswell Company's claim that Prior on behalf of the alleged ousted employees made a conditional application for reinstatement.

80. The finding that the respondent J. G. Boswell Company demonstrated to its employees in various ways its determination to exclude from its employ persons who adhered to the Federal.

81. The finding that Prior himself denied at the hearing that he had directed the alleged evicted Federal members not to accept reinstatement or apply therefor.

82. The finding that the facts as to the various alleged conversations subsequent to November 19, 1938, between Gordon Hammond and Spear, Powell and Farr are substantially as set forth in the testimony of Spear, Powell and Farr referred to in the Board's purported Decision and Order.

83. The finding and conclusion that the J. G. Boswell Company Employees' Association was dominated and/or interfered with by respondent J. G. Boswell Company.

84. The finding and conclusion that said Association was organized principally for the purpose of exterminating the Federal.

85. The finding and conclusion that Louis Robin-

son indicated in his letter of November 18, 1933, that it was his intention to let a committee of the Association determine under what conditions the alleged evicted Federal members should be permitted to return to work.

86. The finding and conclusion that it was inevitable that the recipients of the registered letters sent by respondent J. G. Boswell Company to Martin, Andrade, Powell, Spear, Farr and Wingo, should conclude that the letters signified final dismissal; and the finding and conclusion that such letters necessarily indicated that the "termination" of their employment was final.

87. The finding that in any event such letters afforded the recipients reasonable grounds to believe that further application to respondent J. G. Boswell Company for reinstatement would be fruitless.

88. The finding that respondent J. G. Boswell Company's conduct in sending the registered letters would have relieved the recipients of any obligation to thereafter apply for reinstatement.

89. The finding and conclusion that respondent J. G. Boswell Company refused, on November 19, 1938, to reinstate the Federal members.

90. The finding and conclusion that there was a duty on the part of respondent J. G. Boswell Company to reinstate the employees who were allegedly evicted.

91. The finding that after November 19, 1938, in dealing with Prior, respondent J. G. Boswell Company employed evasive and/or dilatory tactics.

92. The finding and conclusion that respondent J. G. Boswell Company manifested its determination to exclude the alleged ousted employees from positions at its plant so long as they adhered to the Federal.

93. The finding that the offers of reinstatement made to Spear and Powell shortly after the registered letters were dispatched were conditional offers.

94. The finding that respondent J. G. Boswell Company refused, following their alleged eviction, to reinstate Martin, Farr, Spear, Andrade, Wingo and/or Powell because of their membership in the Federal.

95. The finding that Tom Hammond made the purported statements, or any thereof, to Elgin Ely regarding the union which are attributed to him in the Board's purported Decision and Order.

96. The finding that Elgin Ely did not apply to respondent J. G. Boswell Company for reinstatement on or after December 2, 1938, because he had received from the company a registered letter dated November 28, 1938, regarding the termination of his employment at that time.

97. The finding and conclusion that respondent J. G. Boswell Company intended, by its letter of November 28, 1938, to Elgin Ely, to deter him from seeking reinstatement upon recovering from his injury; and the finding and conclusion that the letter had such effect.

98. The finding and conclusion that respondent

J. G. Boswell Company, by sending Elgin Ely its letter of November 28, 1938, deliberately conveyed to him the impression that as a member of the Federal his employment by the company was "terminated" finally.

99. The finding that on November 26, 1938, respondent J. G. Boswell Company discriminated with respect to the hire and/or tenure of employment of Elgin Ely.

100. The finding that Tom Hammond made the purported statements, or any thereof, to Eugene Clark Ely, regarding the employees' union, which are attributed to him in the Board's purported Decision and Order.

101. The finding that Joe Hammond was present at the meeting of employees on the evening of November 18, 1938.

102. The finding that the only persons identified at the hearing as one time members of the Federal, who were employed by respondent J. G. Boswell Company at any time subsequent to November 18, 1938, were employees who joined the Association.

103. The finding that respondent J. G. Boswell Company countered the Federal's initial efforts toward organization with a campaign of intimidation and interference culminating with the expulsion of the Federal members from its plant.

104. The finding and conclusion that the acquiescence of respondent J. G. Boswell Company in the activities of Lloyd, Sitton, Busby, and others, who notified Louis Robinson on November 18, that they

had left their work in connection with the project of organizing a union, amounted to active encouragement, assistance and/or support of the employees' Association.

105. The finding and conclusion that the acts of respondent J. G. Boswell Company with respect to the employees' Association constituted financial support to the Association.

106. The finding that the employees' Association had the favor of respondent J. G. Boswell Company to the exclusion of all other organizations, particularly the Federal.

107. The finding that respondent J. G. Boswell Company proposed to utilize the Association as a device for combatting the Federal.

108. The finding and conclusion that the Association was formed with the assistance and/or encouragement of respondent J. G. Boswell Company, and that said respondent dominated the formation and/or administration of the organization.

109. The finding and conclusion that Hubbard, McKeever, Brenes, Roberson and Willoughby held positions with respondent J. G. Boswell Company of such a nature as to identify them clearly with the management of the company rather than with its ordinary plant employees.

110. The finding and conclusion that the Association was not an organization of the employees of respondent J. G. Boswell Company, but rather one of the employer's device and choosing, and that the Association was the creature of respondent J. G. Boswell Company.

111. The finding and conclusion that respondent J. G. Boswell Company dominated and interfered with the formation and administration of the Association, and contributed financial and other support to it, and that said respondent thereby interfered with, restrained and coerced its employees in the exercise of their rights guaranteed in Section 7 of the Act.

112. The finding that Dorothy Dunn was introduced by an attorney employed by the Board to Prior on or about February 1, 1939.

113. The finding that on or about February 15, Galusha told Mrs. Dunn that he had learned from Boyett that a petition was being circulated in the town to induce the Exchange to discharge Mrs. Dunn because of her daughters' having been seen with the pickets and because of the report that, through Mrs. Dunn, conversations overheard at the telephone office were being transmitted to the pickets.

114. The finding that Mrs. Dunn's testimony was entitled to full weight and credibility.

115. The finding that the record fully justifies the Trial Examiner's conclusion as to the relative credibility of Mrs. Dunn, Mr. Dunn, and Mr. Glenn.

116. The finding that Glenn made the various statements in February and on March 1 and 2 to which Mrs. Dunn and her husband testified.

117. The finding and conclusion that the evidence does not support the contentions of respondent Corcoran Telephone Exchange that Mrs. Dunn

was discharged because of (1) her physical condition; (2) her alleged habit of drinking wine while at work; (3) alleged dissension which she created among the other employees of the Exchange; and (4) alleged numerous complaints from subscribers about her work.

118. The finding that there is no evidence that Glenn indicated that his observation that Mrs. Dunn had been drinking caused him concern.

119. The finding that the evidence is insufficient to justify the inference that Mrs. Dunn was physically unable to perform her work, that she had an offensive drinking habit, or that she was considered by Glenn to have such a habit.

120. The finding that there is no evidence to show that Mrs. Dunn was to blame for the alleged dissension among the employees of the respondent Coreoran Telephone Exchange, or that Glenn considered her responsible for this situation.

121. The finding that there was no evidence whatsoever indicating the nature of Mrs. Dunn's shortcomings as a switchboard operator.

122. The finding that there was in fact no basis for criticism of Mrs. Dunn's work or that Glenn considered her inefficient.

123. The finding that Glenn's own admissions to the Dunns indicate his belief that certain persons in the community had linked Mrs. Dunn and her daughters with the Federal pickets, and his sympathy with the community's opposition to a union movement which he believed threatened his economic interests as a farmer.

124. The finding that on March 1 Glenn confessed to the Dunns that he was acting under pressure exerted by persons who resented the Dunn girls' association with union men, and Mrs. Dunn's supposed assistance to the Federal.

125. The finding and conclusion that in discharging Mrs. Dunn, the respondent Corcoran Telephone Exchange acceded to the desires of a group of local citizens who sought her discharge because of her alleged union sympathies and activity.

126. The finding and conclusion that by discharging Mrs. Dunn, the respondent Corcoran Telephone Exchange discriminated with respect to her hire and tenure of employment, thereby discouraging membership in the Federal as well as in labor organizations generally.

127. The finding and conclusion that respondent Corcoran Telephone Exchange discouraged membership in the Federal as well as in labor organizations generally.

128. The finding and conclusion that the respondent Corcoran Telephone Exchange, by its alleged conduct, interfered with, restrained, and coerced its employees and/or the employees of respondent J. G. Boswell Company in the exercise of the rights guaranteed in Section 7 of the Act.

129. The implied finding that anything said by Tom Hammond, Joe Hammond, Bill Robinson, Kelly Hammond, Rube Lloyd, and Oscar Busby, or any of them, to the employees of respondent J. G. Boswell Company, was within the scope of their employment and was authorized by said respondent.

130. The finding that any acts of, or things done by, respondents, or either of them, found in the purported Decision, if true, have a close, intimate, or substantial relation to trade, traffic, commerce, and communication among the several states.

131. The finding that any acts of, or things done by, respondents, or either of them, found in the purported Decision, if true, tend to lead to labor disputes burdening and obstructing commerce, or burdening or obstructing commerce.

132. The finding that any acts of, or things done by, respondents, or either of them, found in the purported Decision, if true, tend to burden or obstruct commerce, or the free flow of commerce.

133. The finding that the respondents, or either of them, have engaged in unfair labor practices.

134. The finding that the respondents, or either of them, have discriminated with respect to the hire and tenure of employment of any of their employees.

135. The finding that the purported Order of the Board will effectuate the purposes of the Act.

136. The finding that the purported Order of the Board is appropriate to counteract the effects of the alleged unfair labor practices of each of the respondents.

137. The findings that Elgin Ely is willing to accept reinstatement with respondent J. G. Boswell Company.

138. The finding that O. L. Farr has not obtained other regular and substantially equivalent employment.

139. The finding that the purported order for the reinstatement of Farr with back pay is necessary to assure effectively the right of self organization to the respondent Boswell Company's employees, and to effectuate the policies of the Act.

140. The finding that Powell's workman's compensation award cannot be regarded as "earnings".

141. The finding that there is grave danger, or any danger, that James Gilmore, Boyd Ely, Walter Winslow, W. R. Johnston, Stephen J. Griffin, or Eugene Clark Ely, or any of them, may be refused reemployment, even if their former or substantially equivalent positions are available.

142. The finding that the alleged unfair labor practices of respondent J. G. Boswell Company cannot be remedied without assuring to James Gilmore, Boyd Ely, Walter Winslow, W. R. Johnston, Stephen J. Griffin, and/or Eugene Clark Ely, their normal expectancy of employment.

143. The finding that the purported Order of the Board that respondent J. G. Boswell Company place the names of said six men upon a preferential list of its employees who are temporarily laid off, and to offer employment to these men in their former or in substantially equivalent positions, as such employment becomes available, and before other persons are hired for such work, is necessary in order to effectuate the policies of the Act.

144. The finding that James Gilmore has not obtained other regular and substantially equivalent employment.

145. The finding that Boyd Ely has not obtained other regular and substantially equivalent employment.

146. The finding that Stephen J. Griffin has not obtained other regular and substantially equivalent employment.

147. The finding that W. R. Johnston has not obtained other regular and substantially equivalent employment.

148. The finding that Gilmore, Boyd Ely, Winslow, Johnston, Griffin, Eugene Clark Ely, and Elgin Ely are employees within the meaning of Section 2 (3) of the Act.

149. The finding that the purported Order of the Board for the reinstatement of Gilmore, Boyd Ely, Griffen, and Johnston as employment becomes available, is necessary to assure effectively the right of self-organization to respondent J. G. Boswell Company's employees and to effectuate the policies of the Act.

150. The finding that the purported Order of the Board that respondent J. G. Boswell Company afford all its employees reasonable protection in its plant at all times from physical interruption of their work and physical assaults and threats thereof, is necessary to effectuate the policies of the Act.

151. The finding that the purported Order of the Board that respondent J. G. Boswell Company refuse to recognize the Association as the representative of any of its employees for the purpose of dealing with it concerning grievances, labor dis-

putes, wages, rates of pay, hours of employment, or other conditions of employment, is necessary to effectuate the policies of the Act.

152. The conclusion that Cotton Products and Grain Mill Workers Union Local No. 21798, A. F. L., is a labor organization within the meaning of Section 2 (5) of the Act.

153. The conclusion that the respondents, and each of them, interfered with their employees in the exercise of rights guaranteed in Section 7 of the Act.

154. The conclusion that respondents, and each of them, restrained their employees in the exercise of rights guaranteed in Section 7 of the Act.

155. The conclusion that respondents, and each of them, coerced their employees in the exercise of the rights guaranteed in Section 7 of the Act.

156. The conclusion that respondents have, and each of them has, engaged in and is engaging in unfair labor practices.

157. The conclusion that respondents have, and each of them has, engaged in and is engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.

158. The conclusion that respondent J. G. Boswell Company dominated the formation and/or administration of J. G. Boswell Company Employees' Association.

159. The conclusion that respondent J. G. Boswell Company interfered with the formation and/or administration of J. G. Boswell Company Employees' Association.

160. The conclusion that respondent J. G. Boswell Company contributed financial and/or other support to J. G. Boswell Company Employees' Association.

161. The conclusion that respondent J. G. Boswell Company has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8 (2) of the Act.

162. The conclusion that the respondents, and each of them, have discriminated in regard to the hire and tenure of employment of their employees.

163. The conclusion that the respondents and each of them have discouraged membership in Cotton Products and Grain Mill Workers Union Local No. 21798, A. F. L.

164. The Conclusion that the respondents have, and each of them has, engaged in and is engaging in unfair labor practices within the meaning of Section 8 (3) of the Act.

165. The conclusion that the labor practices of respondents, or either of them, are unfair.

166. The conclusion that the labor practices of respondents, or either of them, affect commerce.

167. The conclusion that the labor practices of respondents, or either of them, affect commerce within the meaning of Section 2 (6) and (7) of the Act.

VI.

Further answering paragraph (2) of said petition respondents, and each of them, allege and say that the conclusions stated in the purported Deci-

sion and purported Order are not, and each of them is not, supported by the findings, except the conclusion that the Associated Farmers has not engaged in unfair labor practices within the meaning of Section 8 (1), (3), or (4) of the Act, and the conclusion that neither respondent J. G. Boswell Company nor respondent Corcoran Telephone Exchange has engaged in unfair labor practices, within the meaning of Section 8 (4) of the Act.

VII.

Further answering paragraph (2) of said petition respondent J. G. Boswell Company alleges and says that there is no basis in the evidence or in the findings for the purported Order that said respondent cease and desist from:

(a) Dominating or interfering with the administration of J. G. Boswell Company Employees' Association of Corcoran and Tipton, California, or with the formation or administration of any other labor organization of its employees, and from contributing financial or other support to J. G. Boswell Company Employees' Association of Corcoran and Tipton, California, or to any other labor organization of its employees;

(b) Discouraging membership in Cotton Products and Grain Mill Workers Union Local No. 21798, A.F.L., or any other labor organization of its employees, by evicting from its plant, discharging, laying off, and/or refusing to reinstate any of its employees or in any other manner discriminating in regard to their hire and tenure of employment,

or any term or condition of their employment.

(c) In any other manner interfering with, restraining or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the National Labor Relations Act.

VIII.

Further answering paragraph (2) of said petition respondent J. G. Boswell Company alleges and says that there is no basis in the evidence or in the findings for the purported order that said respondent take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Afford all its employees at all times reasonable protection in its plant in Corcoran, California, from physical interruption of their work and physical assaults or threats thereof directed at discouraging membership in or activities on behalf of Cotton Products and Grain Mill Workers Union Local No. 21798, A. F. L., or any other labor organization;

(b) Offer to L. A. Spear, R. K. Martin, H. N. Wingo, George J. Andrade, O. L. Farr, E. C. Powell, and Elgin Ely immediate and full reinstatement to their former or substantially equivalent

positions, without prejudice to their seniority and other rights and privileges;

(c) Make whole said L. A. Spear, R. K. Martin H. N. Wingo, George J. Andrade, O. L. Farr, E. C. Powell, and Elgin Ely for any loss of pay they have suffered by reason of said respondent's discrimination against them by payment to each of them, respectively, of a sum of money equal to that which he would normally have earned as wages from the date of such discrimination to the date of said respondent's offer of reinstatement, less his net earnings during such portions of said period when he would normally have been working for said respondent; and less any sums already paid to him by said respondent for days of work subsequent to November 18, 1938, when he was not actually working at its plant;

(d) Place James Gilmore, Boyd Ely, Walter Winslow, W. R. Johnston, Stephen J. Griffin, and Eugene Clark Ely upon a preferential list of its employees who are temporarily laid off, following a system of seniority to such extent as has heretofore been applied in the conduct of said respondent's business, and offer employment to them in their former or substantially equivalent positions, as such employment becomes available and before hiring other persons for such work;

(e) Refuse to recognize J. G. Boswell Company Employees' Association of Corcoran and Tipton, California, as the representative of any of its employees for the purpose of dealing with said

respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, and other conditions of employment;

(f) Post immediately in conspicuous places in and about its plant at Corcoran, California, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating: (1) that said respondent will not engage in the conduct from which it is ordered to cease and desist in paragraphs I, 1 (a), (b), and (c) of this Order; (2) that said respondent will take the affirmative action set forth in Paragraphs I, 2 (a), (b), (c), (d), and (e) of this Order; and (3) that said respondent's employees are free to become or remain members of Cotton Products and Grain Mill Workers Union Local No. 21798, A.F.L., and that said respondent will not discriminate against any employee because of membership or activity in that organization;

(g) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the date of this Order what steps said respondent has taken to comply therewith.

IX.

Further answering paragraph (2) of said petition respondent Corcoran Telephone Exchange alleges and says that there is no basis in the evidence or in the findings for the purported Order that said respondent cease and desist from:

(a) Discouraging membership in Cotton Prod-

ucts and Grain Mill Workers Union Local No. 21798, A.F.L., or any other labor organization by discharging or in any other manner discriminating in regard to the hire and tenure of employment of its employees or any of them;

(b) In any other manner interfering with, restraining or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the National Labor Relations Act.

X.

Further answering paragraph (2) of said petition respondent Corcoran Telephone Exchange alleges and says that there is no basis in the evidence or in the findings for the purported Order that said respondent take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Offer to Margaret A. Dunn immediate and full reinstatement to her former or a substantially equivalent position, without prejudice to her seniority and other rights and privileges;

(b) Make whole the said Margaret A. Dunn for any loss of pay she has suffered by reason of said respondent's discrimination against her by payment to her of a sum of money equal to that which she would normally have earned as wages during the

period from March 2, 1939, to the date of said respondent's offer of reinstatement less her net earnings during said period.

(c) Post immediately in and about its place of business at Corcoran, California, and maintain for a period of at least sixty (60) consecutive days from the date of posting, notices to its employees stating: (1) that said respondent will not engage in the conduct from which it is ordered to cease and desist in paragraphs II, 1 (a) and (b) of this Order; (2) that said respondent will take the affirmative action set forth in paragraphs II, 2 (a) and (b) of this Order; and (3) that said respondent will not discriminate against any employee because of membership in or activity on behalf of Cotton Products and Grain Mill Workers Union Local No. 21798, A.F.L., or any other labor organization;

(d) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the date of this Order what steps said respondent has taken to comply herewith.

XI.

Further answering paragraph (2) of said petition respondents, and each of them, allege and say that each and every purported Order of the Board set forth and referred to in the petition is contrary to law.

XII.

Further answering paragraph (2) of said petition respondents, and each of them, allege and say that each and every purported Order of the Board

set forth and referred to in the petition is without support of substantial evidence and is contrary to the evidence.

FURTHER AND AFFIRMATIVE DEFENSES AND GROUNDS OF MOTION TO VACATE PURPORTED ORDER

By way of further answer to the petition and as their several and separate further defenses thereto and grounds upon which they move to vacate the purported Order set forth and referred to in the petition respondents, and each of them, allege and say as follows, to wit:

I.

Upon its original appearance in the proceeding before the Board respondent J. G. Boswell Company filed its objections to the jurisdiction of the Board and its motion for a dismissal of the proceedings as to said respondent and to dismiss the charges on file against said respondent on the following grounds, to wit:

That no act of said respondent or to which said respondent is a party is in commerce, or affects commerce, or burdens or obstructs commerce, or the free flow of commerce, or has lead or tended to lead to a labor dispute burdening or obstructing commerce or the free flow of commerce; and upon the further ground that the National Labor Relations Board had no jurisdiction over said respondent.

II.

Upon its original appearance in the proceedings before the Board respondent Corcoran Telephone Exchange filed its objections to the jurisdiction of the Board and its motion for a dismissal of the proceedings as to said respondent and to dismiss the charges on file against said respondent on the following grounds, to wit:

That no act of said respondent or to which said respondent is a party is in commerce, or affects commerce, or burdens or obstructs commerce or the free flow of commerce, or has lead or tended to lead to a labor dispute burdening or obstructing commerce or the free flow of commerce, and upon the further ground that the National Labor Relations Board had no jurisdiction over said respondent.

III.

Upon the opening of the hearing before the Trial Examiner each of said respondents stated its said objections to the jurisdiction of the Board, and moved that the proceedings be dismissed as to each of said respondents on said grounds. The Trial Examiner denied each of said motions. At the conclusion of the testimony offered by the Board respondent Corcoran Telephone Exchange renewed its said objections and motion on all of the grounds stated in its written motion to dismiss, and upon the further ground that Mrs. Dunn herself testified that she was not a member of any labor organization and had never engaged in any union activities, and that any

redress so far as she is concerned is beyond the scope of the Act. This motion was likewise denied by the Trial Examiner. At conclusion of the hearing before the Trial Examiner respondent Corcoran Telephone Exchange renewed its said objections and motions by moving to strike all of the testimony adduced on behalf of the Board purportedly in support of the complaint against said respondent upon the ground that the Board had no jurisdiction over said respondent or its business in that it had not been shown that said respondent is engaged in inter-state commerce, nor that the conduct of its business in any manner affected inter-state commerce; and upon the further ground that there had been no showing in the case that Mrs. Dunn is a person who ever joined a labor organization, or assisted one, or in any manner attempted to assist one, and that, therefore, she is not a person to whom the rights referred to in Section 7 and Section 8 (1) of the Act are secured. This motion was taken under advisement, and the Trial Examiner in the Intermediate Report denied said motion. The Board in its purported Decision and purported Order affirmed the overruling by the Trial Examiner of the objections made by said respondents and the denial of said motions. The overruling of said objections and the denial of said motions were (a) contrary to law, and (b) error in law.

IV.

After the Trial Examiner signed the Intermediate Report herein respondents filed with the Board their exceptions to the Intermediate Report of the

Trial Examiner. In said exceptions respondents stated substantially all of their objections to the jurisdiction of the Board, and all of their defenses heretofore set forth in this answer and motion. Said exceptions to the Intermediate Report of the Trial Examiner are by reference incorporated in and expressly made a part of this answer and motion, and respondents, and each of them, rely thereon for further statement of their defenses to the petition of the Board for an Order of Enforcement, and the grounds upon which they, and each of them, move to vacate the purported Order of the Board set forth and referred to in the petition.

By way of further answer and as special defenses to said Petition for Enforcement respondents, and each of them, allege as follows:

I.

The Board is guilty of non-feasance and neglect of duty in that whereas it issued its purported Order on September 29, 1941, it thereafter refused, failed and neglected to act to enforce said purported Order until May 27, 1942 when it filed its petition in this Court, a period of approximately eight (8) months. Said purported order commands respondent J. G. Boswell Company to offer certain alleged employees immediate and full reinstatement to their former or substantially equivalent positions and to make whole said alleged employees for any loss of pay they may have suffered from the times of the termination of their employment by payment to each of them respectively of a sum of money equal to that

which he would normally have earned as wages from the date of termination of his employment to the date of said respondents offer of reinstatement, less his net earnings during such portions of said period when he would normally have been working for said respondent. Said purported Order commands respondent Corcoran Telephone Exchange to offer Margaret A. Dunn immediate and full reinstatement to her former or substantially equivalent position, and to make her whole for any loss of pay she may have suffered from the time of the termination of her employment by respondent. That because of said non-feasance and neglect of duty by the Board each of said respondents is deprived of due process of law in that (1) said purported Order of the Board was made at a time so remote from the present that it is impossible to ascertain from the record the present status of any of the alleged employees of the respondent for whose benefit said purported Order runs; (2) it is impossible to ascertain from the record or otherwise what any of the alleged employees of respondent J. G. Boswell Company would normally have earned as wages from said respondent subsequent to the date of termination of his employment; (3) it is impossible to ascertain from the record what, if any, other employment said alleged employees of each of the respondents have received from or after the time of the close of the hearing before the Trial Examiner in said case; (4) it is impossible to ascertain whether or not any of said alleged employees have received employment substan-

tially equivalent to that held by them with the respective respondents before the termination of their employment; (5) it is impossible to determine from the record what efforts, if any, said alleged employees, or any of them, have made to secure other and substantially equivalent employment to that held by them with the respective respondents at any time since the termination of their employment with the respective respondents.

II.

The Board is guilty of non-feasance and neglect of duty in that it has failed to take evidence on the question of whether or not any of said alleged employees of either respondent made any reasonable effort to obtain other or substantially equivalent employment after the termination of their employment by the respective respondents. The failure of the Board to consider evidence on said question, and its failure to make findings based on such evidence voided the said purported Order of the Board, and because of such neglect of duty and non-feasance on the part of the Board said purported Order is null, void and of no effect.

III.

This proceeding was not prosecuted fairly, impartially and in good faith, and the Intermediate Report of the Trial Examiner and the purported Order and purported Decision of the Board is contrary to law and void by reason of misconduct and misfeasance of the Trial Examiner in the following particulars, to wit:

1. The Trial Examiner throughout the hearing showed marked bias and prejudice in favor of the Federal and Board's counsel and case and against respondents and their counsel and case.

2. Throughout the entire hearing the Trial Examiner displayed an animosity toward counsel for respondents, and frequently and repeatedly during the course of the hearing became angry with and argued with respondents' counsel, and several times threatened to bar such counsel from further participation in the hearing, all without any reason, cause or justification whatsoever for such conduct or acts on the part of the Trial Examiner.

3. The Trial Examiner showed a hostile attitude toward witnesses called by respondents, and a friendly attitude toward witnesses called by the Board. In numerous instances he cross-examined and argued with witnesses called by respondents. He rarely examined the witnesses called by the Board, and when he did his examination was in the nature of a friendly and leading examination.

4. The Trial Examiner repeatedly during the hearing made statements off the record, which properly belonged therein. In several instances such statements were made over the objection of respondents. During the numerous off the record discussions which took place at the order of the Trial Examiner, he made statements which clearly revealed his bias and his animosity toward respondents and severely criticized counsel for respondents without any cause therefor. In at least one instance his ruling upon an

objection was made during one of these off the record discussions, and such ruling does not appear in the transcript. During some of these off the record discussions the Trial Examiner became angry with counsel for respondents, and the true nature of the proceedings and the actual attitude of the Trial Examiner is not correctly shown by the record.

5. That the Trial Examiner in his rulings upon motions and objections to admissibility of evidence improperly and unfairly favored Board's counsel and ease and consistently ruled improperly and unfairly against the respondents and their respective counsel and cases.

6. E. F. Prior, business representative of the Federal, was present throughout practically the entire hearing, and although he was not an attorney in the proceeding, he was permitted by the Trial Examiner to sit, and did sit, at the table of Board's counsel, and from his actions and conduct it was apparent that he was aiding and assisting Board's counsel in the presentation of the Board's case against respondents. Upon numerous occasions during the hearing the Trial Examiner requested all counsel to come to his bench so he could discuss certain matters with them off the record, and on such occasions that E. F. Prior, although he was a witness for the Board and was not counsel for any of the parties to the proceeding, always went forward and was permitted by the Trial Examiner to participate in such discussions at the bench.

IV.

7. The Board is guilty of non-feasance and neglect of duty in that although the original charge against respondent J. G. Boswell Company in this proceeding was filed on November 21, 1938, and the fourth amended charge (which was against respondent Corcoran Telephone Exchange as *well respondent* J. G. Boswell Company) was filed May 4, 1939, the Board did not issue its purported Decision and purported Order until September 29, 1941; and did not thereafter act to enforce said purported Order until May 27, 1942, on which last mentioned date it filed with this court the petition for enforcement of its purported Order. The record shows that the original charge setting forth the alleged unfair labor practices of respondent J. G. Boswell Company was filed November 21, 1938, but said charge was never served on said respondent; that an amended charge against said respondent was filed on January 7, 1939, but was never served on said respondent; that a second amended charge against said respondent was filed February 6, 1939, but was never served; that a third amended charge against said respondent and Associated Farmers of Kings County, Inc., was filed March 4, 1939; and that on said date, to wit, March 4, 1939, the original complaint was issued and an order was made setting the case for hearing on March 13, 1939; that after the case had been set for hearing the matter was indefinitely continued by order of the Acting Regional Director, Twenty-first Region, dated March 6, 1939, without any reasons

given therefor; that thereafter the case was not set for hearing until May 6, 1939, on which date an amended complaint was issued against respondent Corcoran Telephone Exchange as well as respondent J. G. Boswell Company, and an order was made setting the case for hearing on May 18, 1939; that the transcript was written up daily, and although, upon conclusion of the hearing on June 16, 1939, the reporter's official transcript had been completely written up, the Trial Examiner delayed rendering and issuing his Intermediate Report until January 11, 1940, and said report was not served upon said respondents J. G. Boswell Company and Corcoran Telephone Exchange until January 25, 1940; that thereafter, on or about March 15, 1940, said respondents duly served and filed their exceptions to the Intermediate Report; that thereafter, on March 20, 1940, said respondents filed a brief, pursuant to leave granted by the Board, and said respondents waived oral argument by not requesting permission to argue the matter orally before the Board; that although the case in its entirety was submitted to, and was before the Board for decision, on March 20, 1940, the Board thereafter failed and neglected to determine the case and issue its purported final Decision and purported final Order until September 29, 1941.

The effect of this undue delay on the part of the Board, its agents and employees, will be extremely prejudicial to each of the respondents J. G. Boswell Company and Corcoran Telephone Exchange, in

event the court should grant the petition of the Board to enforce its purported Order.

Wherefore, said respondents J. G. Boswell Company and Corcoran Telephone Exchange, and each of them, move and pray:

1. That the petition of the Board for the order of enforcement be denied;
2. That the findings, conclusions, and purported Order of the Board be vacated and set aside;
3. That the complaint and the proceedings in said case be dismissed; and
4. That the respondents, and each of them, have such other and further relief, temporary and permanent, as shall be meet and in accordance with law.

J. G. BOSWELL COMPANY,
Respondent,

By LOUIS T. ROBINSON
Assistant Secretary

CORCORAN TELEPHONE
EXCHANGE,
Respondent

By C. H. GLENN
President

SIDNEY J. W. SHARP
M. WINGROVE
Attorneys for said
Respondents

State of California,
County of Kings—ss.

Louis T. Robinson, being duly sworn, deposes and says:

That he is an officer, to-wit, Assistant Secretary of J. G. Boswell Company, a corporation, one of the respondents in the above entitled action and that he makes this Affidavit for and on behalf of said corporation as respondent, that he has read the foregoing Answer and Motion and knows the contents thereof; that the same is true, except as to the matters which are therein stated on information or belief, and as to those matters he believes it to be true.

LOUIS T. ROBINSON

Subscribed and sworn to before me this 18th day of June, 1942.

[Seal]

CLARENCE H. WILSON

Notary Public in and for the
County of Kings, State of
California.

My commission expires January 20, 1943.

State of California,
County of Kings—ss.

C. H. Glenn, being duly sworn, deposes and says:

That he is an officer, to-wit, President of Corcoran Telephone Exchange, a corporation, one of the respondents in the above entitled action and that he makes this Affidavit for and on behalf of said cor-

poration as respondent; that he has read the foregoing Answer and Motion and knows the contents thereof; that the same is true, except as to the matters which are therein stated on information or belief, and as to those matters he believes it to be true.

C. H. GLENN

Subscribed and sworn to before me this 18th day of June, 1942.

[Seal]

CLARENCE H. WILSON

Notary Public in and for the
County of Kings, State of
California.

My commission expires January 20, 1943.

TESTIMONY

[Title of Board and Cause.]

Women's Hall,
Corcoran, California
Thursday, May 18, 1939

The above-entitled matter came on for hearing, pursuant to notice, at 9:30 o'clock A. M.

Before: John T. Lindsay, Trial Examiner.

Appearances:

FRANK A. MOURITSEN,

Los Angeles, California,

Attorney on behalf of the National Labor Relations Board; and

FRANCIS J. McTERNAN, JR.,

Washington, D. C.,

Attorney on behalf of the National Labor Relations Board.

E. F. PRIOR,

309 Broad Avenue,

Wilmington, California,

on behalf of the Cotton Products and Grain Mill Workers' Union, Local No. 21798, A.F.L.

ROGERS AND CLARK,

by WEBSTER V. CLARK,

and JOHN PAINTER,

111 Center Building, San Francisco, California,

on behalf of Associated Farmers of Kings County, Inc., a corporation.

SIDNEY J. W. SHARP

and M. WINGROVE,

by M. WINGROVE,

Hanford, California,

on behalf of J. G. Boswell Company, a corporation,
and Corcoran Telephone Exchange, a corporation.

PROCEEDINGS

Trial Examiner: The hearing in the matter of the J. G. Boswell Company, a corporation, Associated Farmers of Kings County, Inc., a corporation, and Coreoran Telephone Exchange, a corporation, and Cotton Products and Grain Mill Workers'

Union, Local No. 21798, AFL, Case No. XXI-C-1025 is now called to order.

Off the record.

(Discussion outside the record.)

Trial Examiner Lindsay: Let the record show that the J. G. Boswell Company Employees' Association of Corcoran and Tipton were served with papers, and that no petition to intervene has been filed either with the Regional Director of the Los Angeles office, and that no petition to intervene has been presented at this time to the Trial Examiner.

Mr. McKeever: We are here, however.

Mr. Clark: In response to a subpoena, Mr. Examiner.

Trial Examiner Lindsay: You have filed no petition to intervene?

Mr. McKeever: No.

Trial Examiner Lindsay: What is your position with the Association?

Mr. McKeever: I am Secretary of the Association.

Mr. Mouritsen: Mr. Examiner, I now offer Board's Exhibit 1 with the appropriate subdivisions, the formal pleadings filed in this matter. [3*]

As Board's Exhibit 1(a), by reference, the copy of the rules and regulations of the National Labor Relations Board, series 1 as amended, dated April 27, 1936.

As Exhibit 1(b) the original charge in this mat-

*Page numbering appearing at top of page of original Reporter's Transcript.

ter, the jurat of which bears date of November 21, 1938.

As 1(c), the order of the Board transferring the proceedings from the Twentieth to the Twenty-First Region of the National Labor Relations Board, signed and sealed by Nathan Witt, Secretary of the Board.

As 1(d), the amended charge in this matter, the jurat of which bears date of January 17, 1939.

As 1(e), the second amended charge filed in this matter, the jurat of which bears date of February 6, 1939.

Mr. Clark: May I interrupt to ask a question, Mr. Examiner?

Trial Examiner Lindsay: Yes.

Mr. Clark: May I ask counsel if both charges or all of the charges referred to by and up to this point were made solely by Mr. E. F. Prior as business representative of the Cotton Products and Grain Mill Workers' Union, Local 21798, AFL?

Mr. Mouritsen: The second amended charge was filed by A. H. Petersen, P-e-t-e-r-s-e-n.

Mr. Clark: Of what organization, please?

Mr. Mouritsen: He is designated as representative of the [4] American Federation of Labor.

Mr. Clark: You mean no specific union?

Mr. Mouritsen: No. He has filed on behalf of the Local here involved, No. 21798, but his official designation is representative.

Mr. Clark: I see. All right.

How about the first charge?

Mr. Mouritsen: Other than that one, the others were filed by E. F. Prior.

Mr. Clark: In no instance is any charge up to this point filed by Mrs. Dunn—I am trying to get her first name—Mrs. Margaret Dunn?

Mr. Mouritsen: No, not up to this point.

Mr. Clark: Very well. My reason, Mr. Examiner, is that those charges were not served on us, you see. From this point on various charges were served upon us and we are in position to know by whom they are made because we have copies.

Trial Examiner Lindsay: Don't you have copies of the charges that were not served on you?

Mr. Clark: No, we do not.

Trial Examiner Lindsay: But the final charge?

Mr. Clark: Yes, we have that.

Trial Examiner Lindsay: On which this case is based?

Mr. Clark: Precisely. Starting now, with the third amended charge, copies were served upon us. [5]

Mr. Mouritsen: As Board's Exhibit 1(g), the complaint in the matter bearing date of March 4, 1939.

As 1(h), an affidavit of service of the complaint, third amended charge, and rules and regulations dated March 7, 1939.

As 1(i), two pages to which are attached registered return receipts of the United States Post Office showing receipt of the complaint.

As 1(j), an order of the Acting Regional Director, Twenty-First Region, continuing the matter indefinitely. The order bears date March 6, 1939.

As 1(k), an affidavit of service of the order continuing the matter, which affidavit is dated March 6, 1939.

As 1(l), two sheets to which are attached registered return receipts of the United States Postal Department, indicating receipt of the order continuing the hearing.

As 1(m), an order signed by the Acting Regional Director of the Twenty-First Region, extending indefinitely the time for answer in this matter, which order is dated March 10, 1939.

As 1(n), an affidavit of service of the order extending time to answer, which order is dated March 10—which affidavit is dated March 10, 1939.

As Board's 1(o), a single sheet to which is attached registered return receipt from the United States Post Office [6] Department indicating receipt of the order extending time to answer.

As 1(q), the charge of Margaret A. Dunn against the Corcoran Telephone Exchange, which jurat bears date March 13, 1939.

Mr. Clark: To which we object, may it please your Honor. It was never served upon the respondent in this proceeding and therefore, under the rules and regulations, and under the National Labor Relations Act, can not be the subject of a foundation for a complaint.

Mr. Mouritsen: Mr. Examiner, may I be heard on that matter?

Trial Examiner Lindsay: Yes.

Mr. Mouritsen: A——

Mr. Clark (Interrupting): Just one moment, please. For the record I think the objection should go on behalf of all respondents.

Mr. Wingrove: That is agreeable. I join in the making of that objection.

Mr. Mouritsen: Mr. Examiner, the fourth amended charge, which I will presently introduce, filed by E. F. Prior, incorporates therein the charges filed by Margaret A. Dunn against the Corcoran Telephone Exchange, and that, of course, is in accordance with the rules and regulations which provide that any person may file a charge. [7]

Trial Examiner Lindsay: Was that particular charge served upon all respondents?

Mr. Mouritsen: I do not believe that it was, your Honor.

Mr. Clark: I think that the charge—the fourth amended charge was.

Mr. Mouritsen: The fourth amended charge was.

Trial Examiner Lindsay: That is the one.

Mr. Wingrove: This one made by Mrs. Dunn was never served as far as I know.

Mr. Clark: May I be heard on that, Mr. Examiner, briefly?

Trial Examiner Lindsay: Yes.

Mr. Clark: Is counsel finished?

Mr. Mouritsen: Yes, I finished my statement.

Mr. Clark: I just wanted to point out to the Examiner that even though, or assuming, rather, first

off we have never seen the charge which Mrs. Dunn purportedly filed with the Board, with the Regional Director, nor have we seen a copy of it. Now counsel states to the Examiner that the fourth amended charge filed by one E. F. Prior, as a representative of the Cotton Products and Grain Mill Workers' Union, Local 21798, incorporated the matter, the substance of the Dunn charge. There is no indication in that, in the charge filed by Mr. Prior, that he is acting for Mrs. Dunn and an examination of the complaint which is issued on the [8] Prior charge will show that the whole thing becomes an impossibility, Mr. Examiner, because the section of the Act which is relied upon as constituting unfair labor practices here, is that which charges the various respondents with having discriminated against Mrs. Dunn because of her joining a labor union.

Then, in the same breath, it alleges that she is employed by the telephone exchange. There is no allegation that she is or intended to become or ever was a member of this Cotton Products and Grain Mill Workers' Union, and I submit that so far as the Dunn matter is concerned, it is not based upon a charge within the meaning, letter, and spirit of the regulations in the Act and, therefore, should not be gone into at this time by the Examiner.

Trial Examiner Lindsay: Is it your theory that a representative of the AFL does not have the right to file a charge on behalf of a member of a local union?

Mr. Clark: Absolutely not, but it is my theory

that a representative of the American Federation of Labor or any other labor organization does not have the authority to file a charge on behalf of a person who is not in fact, nor disclosed by the pleadings, or the charge, to be even eligible for membership in that organization. In other words, Mr. Prior couldn't file another charge with the Board for me, for instance, if I were not engaged in the craft or in the line of [9] activity covered by the jurisdiction of his union.

Trial Examiner Lindsay: Well, do you mean an individual does not have the right to ask a representative of a national union——

Mr. Clark (Interrupting): No, no. I do not mean that for a minute.

Trial Examiner Lindsay: Wait until I finish my question—who is representing a local, does not have the authority to authorize the local through the representative to represent him?

Mr. Clark: I wouldn't even go that far, Mr. Examiner. My point is this: There there is no showing of authority whatsoever, either on the face of the complaint or in the charge for Mr. Prior to act in any respect for Mrs. Dunn. Mrs. Dunn filed a charge with the Board, but instead of serving us with a copy of that charge enabling us to meet a complaint based on that, squarely, you see—instead of that, the only notice we have is in this fourth amended charge where Prior comes in, designated here as the representative of the union to which Mrs. Dunn couldn't possibly be eligible for membership and makes certain general statements with regard to her which,

by the way, are conclusions as you will see when you read the complaint, to the effect that all of these respondents have discriminated against this woman for "engaging in union activities," which means nothing. I take it we are [10] entitled to more specific specifications than that, Mr. Examiner, and under the rules of the Board and under the plain language of the Act, we are entitled to be served with a copy before we are asked to meet a complaint issued upon it—a copy of the charge served either by Mrs. Dunn or authorizedly on her behalf.

Trial Examiner Lindsay: You mean that you are entitled to be served with some document——

Mr. Clark (Interrupting): With a copy of the Dunn charge.

Trial Examiner Lindsay: Just a minute. You mean to say you are entitled to be served with some document showing that this Dunn woman authorized the representative of the A. F. of L. to file charges in her behalf? [11]

Mr. Clark: Or the complaint will show that there is, in common sense, that authority. Don't you see? This complaint shows that it couldn't possibly exist except it be an authority tantamount, we will say, to my going to Mr. Prior as another individual and saying "Please file a charge for me before the Labor Relations Board because I don't know anything about that."

Now, in that situation, I take it, there must be some indication in the complaint or in the charge itself that Prior was authorized to act for such other person.

Trial Examiner Lindsay: And that authorization, you contend, must be served upon you?

Mr. Clark: It must have been shown by the charge. That is all I am interested in.

May I make one statement, Mr. Examiner? I must apologize for not rising, but I am only about two weeks out of a hospital where I was ill for some three weeks.

Trial Examiner Lindsay: That is all right.

Mr. Clark: I will ask your indulgence.

Mr. Wingrove: Further, Mr. Examiner, it is not even alleged in the complaint or in the charges that Mrs. Dunn did engage in any Union activities. It is alleged in there that she was discharged by the Respondent Telephone Exchange solely because she was suspected of having engaged in Union activities. It is not even alleged that she was a member of the Union, or had any connection whatsoever with any Union, the complaining [12] Union who filed this charge, or any other labor Union.

Mr. Clark: I do not contend that that is necessary as a part of my objection. I think the Examiner has the point of the objection I made.

Trial Examiner Lindsay: Yes. It isn't your contention that an individual must actually be a member of the Union before he can—that is, before such person has a charge against a respondent for Union activities?

Mr. Clark: No, that is not the point.

Trial Examiner Lindsay: You do not contend that?

Mr. Clark: Absolutely not.

Trial Examiner Lindsay: You may proceed.

Mr. Clark: Of course there is no ruling.

Trial Examiner Lindsay: It isn't offered.

Mr. Clark: It is subject to that?

Trial Examiner Lindsay: I haven't ruled on the offer yet.

Mr. Clark: I understand.

Trial Examiner Lindsay: I will not rule on it until after the rest of them have been presented to me. Q is the one in question.

Mr. Mouritsen: As 1-R, the fourth amended charge filed in this matter, the jurat of which bears date May 4th, 1939. That also is filed by E. F. Prior.

Mr. Clark: Same objection as to the matters referring to Mrs. Margaret Dunn, and I make the objection simply for the [13] record, and stand upon the objection just made.

Mr. Wingrove: I also join in that objection on behalf of the Telephone Exchange.

Mr. Mouritsen: As 1-S, amended complaint filed in the matter, which amended complaint bears date May 6th, 1939.

Trial Examiner Lindsay: What number is that?

Mr. Mouritsen: 1-S.

Mr. Clark: With respect to the amended complaint, I don't know that the objection is proper relating to the allegation concerning Mrs. Dunn, but I simply advise the Examiner that we are going to make a motion to exclude the taking of any testimony under those allegations. I want to be timely. It is the same point.

Trial Examiner Lindsay: Yes.

Mr. Mouritsen: As 1-T, an affidavit of service of the amended complaint, amended notice of hearing and fourth amended charge in the matter, and copies of the Rules and Regulations, which bears date May 6th, 1939.

I also wish to correct the description of the amended complaint which is Board's 1-S, to state that it is the amended complaint and amended notice of hearing also, as Board's 1-S.

As 1-U, an affidavit of service of the amended complaint upon Mr. Fred G. Sherrill, which affidavit bears date May 6th, 1939.

As 1-V, the sheets to which are attached Registered return [14] receipts of the United States Post Office Department, indicating receipt of the amended complaint, amended notice of hearing and copies of the Rules and Regulations.

As 1-W, an affidavit of service of the subpoenas duces tecum, Numbers 12153 and 12160, which affidavit is dated May 9th, 1939.

Mr. Clark: Will you please identify the person upon whom they were served?

Mr. Mouritsen: They were served respectively upon J. G. Boswell Company and Louis G. Robinson, Superintendent, and upon J. G. Boswell Company Employees' Association of Corcoran and Tipton, and E. M. Roberson, Secretary.

Mr. Clark: Thank you.

Mr. Mouritsen: As 1-X, an affidavit of service of subpoena duces tecum No. 12161 upon Associated

Farmers of Kings County, Inc., and J. B. Boyett, President, which affidavit is dated May 9th, 1939.

As 1-Y, an affidavit of service of subpoena duces tecum No. 12163, upon Fred G. Sherrill, which is dated May 12, 1939.

Mr. Wingrove: Mr. Examiner, I object to that on the ground that the service of that subpoena was accompanied by a letter referring to certain stipulations and that subpoena was not made to be recognized, and that stipulation was furnished by agreement over the telephone with Mr. Mouritsen, I believe. [15] It has no place in this record, and I object to its introduction.

Mr. Clark: I take it the stipulation is going to be introduced.

Mr. Mouritsen: I will offer the stipulation and state at that time, or will state at this time, that response to the service is not being required, but this is merely to indicate the formal papers that have been filed. There is no intention of requiring the return of the subpoena.

Trial Examiner Lindsay: Does that satisfy your objection?

Mr. Wingrove: That will take care of the matter.

Mr. Mouritsen: As 1-Z, a notice to produce documents directed to J. G. Boswell, president of J. G. Boswell Company, which notice is dated May 13th, 1939.

As 1-AA, an affidavit of service of notice to produce documents upon J. G. Boswell, President of

J. G. Boswell Company, which affidavit is dated May 15th, 1939.

As 1-BB, a single sheet to which is attached Registered return receipt of the United States Post Office Department indicating receipt of the notice to produce documents.

Mr. Clark: May I interrupt one moment, Mr. Examiner?

Trial Examiner Lindsay: Yes.

Mr. Clark: Did I understand that that notice to produce was addressed to Mr. Boyett or Mr. Boswell?

Mr. Mouritsen: Mr. Boswell. [16]

Mr. Clark: I see. Thank you.

Mr. Mouritsen: As Board's 1-CC, an affidavit of service by mail of the motion to dismiss, to which is attached the motion to dismiss of the Corcoran Telephone Exchange, which affidavit is dated May 13th, 1939.

As Board's 1-DD——

Trial Examiner Lindsay (Interrupting): Let us go back to 1-CC just a second.

Did you state the motion to dismiss is dated May 19th, 1939?

Mr. Mouritsen: May 13, your Honor, I believe.

Mr. Clark: I wonder if we could have the filing date, Mr. Examiner, the date of its receipt in the office? I take it that the other date does not mean anything. The question is whether it was filed within the proper time.

Mr. Mouritsen: Ordinarily, Mr. Examiner, these documents are not stamped by the office when they

are received. There is no contention by the Board they were not received in sufficient time.

Mr. Clark: Will it be stipulated, then, that the pleadings of all Respondents which consist of answers and motions to dismiss in this matter, were filed within the proper time and received by the Board?

Mr. Mouritsen: It will be so stipulated. There is no contention by the Board they were not received in plenty of [17] time.

Trial Examiner Lindsay: DD is the one you are on now.

Mr. Mouritsen: As Board's Exhibit 1-DD, an affidavit of service by mail of the motion to dismiss of the J. G. Boswell Company, and to the affidavit is attached the original motion to dismiss, the affidavit bearing date of May 13th, 1939.

As Board's Exhibit 1-EE, an affidavit of service by mail of the answer of Respondent J. G. Boswell Company, which affidavit is dated May 15th, 1939, and to which is attached the original answer of Respondent J. G. Boswell Company.

As Board's Exhibit 1-FF, an affidavit of service of the answer of Respondent Corcoran Telephone Exchange, which affidavit is dated May 15th, 1939, and to which is attached the original answer of Respondent Corcoran Telephone Exchange.

As Board's Exhibit 1-GG, the answer of Respondent Associated Farmers of Kings County, Inc. to the amended complaint, which answer is dated May 15th, 1939.

As Board's Exhibit 1-HH, the motion to dismiss of the Associated Farmers of Kings County, Inc., which motion is not dated.

Mr. Clark: It was received, however, on the 16th, I think it will be stipulated.

Mr. Mouritsen: Without referring to the particular date, I think our stipulation is to the effect it was received in time. [18]

Mr. Clark: There isn't any time for a motion to dismiss, but I have a telegram which I can introduce.

Trial Examiner Lindsay: There is no point made on it.

Mr. Clark: No point made on it.

Mr. Mouritsen: As Board's Exhibit 1-II, an affidavit of service by mail of the answer and motion to dismiss of Respondent Associated Farmers of Kings County, Inc., which affidavit is dated May 15th, 1939, and to which copies of the answer and motion to dismiss are attached.

As Board's Exhibit 1-JJ, a telegram from George O. Pratt, Chief Trial Examiner of the National Labor Relations Board, designating John T. Lindsay to sit as Trial Examiner in this matter. I am offering this telegram, Mr. Examiner, merely for identification, and I propose to substitute therefor the formal order of the Board designating the Trial Examiner upon its receipt. I have not as yet received an order.

Mr. Clark: No objection.

Mr. Mouritsen: At this time, Mr. Examiner, I offer the documents I have enumerated as Board's Exhibits 1 through the subdivisions noted, and move that they be received in evidence.

Mr. Clark: Aren't you going to offer the stipulation, the stipulation of certain facts?

Mr. Mouritsen: I shall offer that as Board's 2. It is a different matter.

Mr. Wingrove: Mr. Mouritsen, do you mind stating what the [19] date of that telegram is, for my notes?

Mr. Mouritsen: May 16th, 1939. [20]

Trial Examiner Lindsay: I will reserve ruling for the time being, and in order to fully understand your objection, the point of the objection to Board's 1(q)—then I will go into (r) and (s) after that—

Mr. Clark (Interrupting): It is the same objection, Mr. Examiner.

Trial Examiner Lindsay: The same objection to all three. Your main point of objection is, first, that you were not served with a copy of the original charge filed by the Dunn woman?

Mr. Clark: That is one way, Mr. Examiner, of stating a phase of it. The objection is really this: That no charge has been served upon which a complaint issued by the Board as to the Dunn matter can be based. In other words, the rules and the Act require that the charge be made and served upon the parties against whom the complaint is issued. Now our point is that so far as we are concerned there wasn't ever any Dunn charge because it wasn't served on us and we are entitled to that prior to the time we are called upon to answer a complaint.

Trial Examiner Lindsay: But, however, the Dunn matter was brought up in the fourth amended

charge which was signed by Mr. Prior?

Mr. Clark: That is counsel's statement.

Trial Examiner Lindsay: That was served on you? [21]

Mr. Clark: That was served on us, and it is counsel's statement that the Dunn charge as filed with the Board, which we have never seen, was incorporated in the Prior charge which we refer to as the fourth amended charge. That is counsel's statement.

Trial Examiner Lindsay: The document itself does recite something pertaining to the Dunn matter?

Mr. Clark: Precisely. It recites substantially the matter upon which the allegations in the complaint are based so far as Dunn is concerned.

Trial Examiner Lindsay: The fourth amended charge as far as the Dunn woman is concerned?

Mr. Clark: That is true.

Trial Examiner Lindsay: Then the next point is that you object because there is no authority served upon you showing that Prior was authorized to file the fourth amended charge in behalf of Mrs. Dunn, is that correct?

Mr. Clark: Partially so, Mr. Examiner; nor does the complaint show that there is any possibility of Mr. Prior acting authorizedly for Mrs. Dunn. In other words, she is, obviously, on the face of the complaint, not eligible for membership in the union.

Trial Examiner Lindsay: Do I have your objections fairly well in mind?

Mr. Clark: I think you do and I think upon reading the [22] allegations in the amended complaint, Mr. Examiner, and particularly bearing in mind the sections and sub-divisions of the Act referred to with relation to what are unfair labor practices, I think that the point will present itself clearly before you. I don't think we have been served with a proper charge on behalf of Mrs. Dunn. That is all there is to it.

Trial Examiner Lindsay: Outside of Mrs. Dunn you admit you have been served with the proper charges, with the exception of Mrs. Dunn?

Mr. Clark: That is true, except the jurisdictional point raised by the motion to dismiss.

Trial Examiner Lindsay: Now I will reserve ruling on those exhibits and you may present any of the exhibits now that you wish to, as they come in order.

Mr. Mourtisen: Mr. Examiner, at this time I desire to offer as Board's Exhibit 2 a stipulation signed by counsel for respondent, J. G. Boswell Company, and myself as attorney for the National Labor Relations Board, relative to the operations and the commerce engaged in by the J. G. Boswell Company; and it is undated. However, I offer it as of today.

Mr. Clark: For the sake of the record, I will make the objection—I don't want to argue it, Mr. Examiner, but I will make the objection as to the Associated Farmers of Kings County, it is not binding and not probative of any of the matters set forth in the stipulation, and is hearsay. I won't [23] urge it. I simply want it in the record.

Trial Examiner Lindsay: Well, do I understand you signed that stipulation?

Mr. Clark: No, we did not. It was never presented to us.

And we are here, Mr. Examiner, in this peculiar capacity. We are a California corporation. There is no claim made that we are engaged in any interstate business. I am now talking about the Associated Farmers of Kings County, don't you see? And the sole medium of binding us to this proceeding is an allegation in the complaint that we acted in various respects in the interests of Boswell and Company, and therefore an employer within the meaning of sub-division 2, I think it is, of section 2 of the Act.

In other words, we are an individual within a case brought before the Board upon the charge that we have interfered in someone else's business which in turn is engaged in interstate commerce. Now, that being so, I want to make the objection for what it is worth for that purpose in the record that any matters agreed to between Boswell and the Board with respect to its business or what constitutes interstate commerce and so forth isn't evidence against us, because we don't know anything about it, to be quite frank, about what Boswell's business is.

Trial Examiner Lindsay: Well, of course, the bare state- [24] ment as of itself will not—you don't mean—constitute evidence in this hearing by your statement.

Mr. Clark: By my statement?

Trial Examiner Lindsay: Yes.

Mr. Clark: Certainly not. I am not testifying. I am simply presenting a point.

Trial Examiner Lindsay: Has that stipulation been entered into between the Board and the union and the respondent, Boswell Company?

Mr. Mouritsen: Well, it has been entered into between the respondent, Boswell Company, and the Board.

Trial Examiner Lindsay: What is the number of that?

Mr. Mouritsen: I am offering it as Board's Exhibit 2, Mr. Examiner.

Mr. Wingrove: Do you have an extra signed copy for my file? I believe I sent you two copies and I never got one signed copy back.

Mr. Mouritsen: If that hasn't been taken care of, I will take care of it.

Mr. Wingrove: I would like to have it, please.

Trial Examiner Lindsay: No objection to Board's Exhibit 2, as far as you are concerned?

Mr. Wingrove: No objection.

Trial Examiner Lindsay: Board's Exhibit 2 is received in evidence. [25]

(Thereupon the document above referred to was received in evidence and marked as Board's Exhibit No. 2.)

BOARD'S EXHIBIT No. 2

United States of America

Before the National Labor Relations Board

Twenty-first Region

Case No. XXI-C-1025

In the Matter of

J. G. BOSWELL COMPANY, a corporation, ASSOCIATED FARMERS OF KINGS COUNTY, INC., a corporation, and CORCORAN TELEPHONE EXCHANGE, a corporation,

and

COTTON PRODUCTS AND GRAIN MILL WORKERS' UNION, LOCAL No. 21798, AFL.

STIPULATION

It Is Hereby Stipulated and agreed by and between J. G. Boswell Company and Frank A. Mouritsen, attorney for National Labor Relations Board that:

J. G. Boswell Company, hereinafter called "Respondent", is a corporation organized under and existing by virtue of the laws of the State of California since October 13, 1925. It is authorized to transact business in the State of Arizona. Respondent is engaged both in the State of Arizona and in the State of California, in the business of growing and financing the growing of cotton, ginning and baling cotton, extracting cottonseed oil from cotton-

seed, selling and distributing cotton, cottonseed oil, cottonseed cake and meal, and purchasing, feeding, and selling cattle. The company owns and operates seven cotton gins, a cottonseed oil mill, and a cattle feed yard in the State of California, and ten gins and a cottonseed oil mill in the State of Arizona. At Corcoran, California respondent operates six cotton gins, a cottonseed oil mill, and a cattle feed yard.

During the fiscal year from July 1, 1937 to June 30, 1938 Respondent engaged in operations as follows:

Cotton ginned and baled in Arizona....60,055 bales

Cotton ginned and baled in California..57,478 bales

Total117,533 bales

Cottonseed crushed and processed in

California17,220 tons

Cottonseed crushed and processed in

Arizona23,877.875 tons

Total41,097.875 tons

Cattle purchased in Texas..... 408 head

Cattle purchased in Arizona1,771 head

Cattle purchased in California.....1,146 head

Total3,325 head

Cattle sold in California2,407 head

The remaining cattle were not sold by Respondent during this period.

At the Corcoran plant during the same period, Respondent engaged in the following operations:

Cotton ginned68,355,839 lbs.

Cotton seed crushed and processed...34,440,069 lbs.

Cotton baled47,111 bales

of which 40,138 were owned by Respondent and 6,873 bales were owned by others.

Linters baled5,096 bales
 Cottonseed oil produced.....714,958 gallons
 Cottonseed cake produced,
 approximately10,000 tons

In baling the cotton Respondent used 52,206 patterns, of which the jute came from India and the steel bands from Alabama.

All of the cotton and cottonseed handled at the Corcoran plant was purchased or grown by the Respondent in the State of California. All cattle feeding operations in California of the Respondent were carried on at the Corcoran plant, except as to certain cattle which were fed on pasture. Certain cattle of other parties were fed by Respondent in Arizona, at Litchfield Station, under a contractual arrangement for the feeding thereof.

During the same period the output of Respondent's Corcoran plant was disposed of as follows:

40,138 bales of cotton and 862 bales of linters were shipped out of the State of California by Respondent by means of the Atchison Topeka and Santa Fe Railway Company, and the following steamship companies: Furness (Pacific) Ltd.; Dollar Line (Now American President Lines); General Steamship Corporation; Norton Lilly; Williams Dimond Co.; Interocean Steamship Corporation; America-Hawaiian; N. Y. K.; Mitsui Ltd.; Salen Line; Swayne & Hoyt; 650 bales of linters were sold and shipped to points within the State of

California and 3,584 bales of linters were sold F.O.B. Corcoran, California. 714,958 gallons of cottonseed oil were sold to the Swift and Company Refinery at Vernon, California. Approximately sixty tons of cottonseed cake were shipped outside of the State of California and the remainder was sold or consumed within the State of California.

That on or about June 24, 1938 Respondent paid to Associated Farmers of Tulare County, Inc. the sum of \$103.08, by check made payable to Associated Farmers of Tulare County, Inc.—Mr. Wm. Rosenberg, President, and mailed to 112 East Oak Street, Visalia, California.

That on or about September 20, 1938 Respondent paid W. B. Camp, Treasurer, Associated Farmers of California, P. O. Box 2, Bakersfield, California, the sum of \$287.09.

That on or about March 21, 1939 Respondent paid Associated Farmers of California, at 472 Russ Building, San Francisco, California, the sum of \$240.42.

It Is Further Stipulated and Agreed that either party to this stipulation may introduce additional testimony concerning the matters herein stipulated.

J. G. BOSWELL COMPANY,

By M. WINGROVE,

Its Attorney.

FRANK A. MOURITSEN,

Attorney for The National
Labor Relations Board.

[Endorsed]: Filed 5/18/39.

Mr. Clark: An exception, your Honor.

Trial Examiner Lindsay: Yes.

Mr. Clark: As to the objection just made in behalf of Associated Farmers of Kings County.

Trial Examiner Lindsay: And may I state that anyone that objects to any statement or document, and the ruling is adverse to that particular part, the record will automatically show an exception whether you ask it or don't ask it.

Mr. Clark: I appreciate that. In other words, it is simply deemed that an exception has been taken to any adverse ruling on any question or objection?

Trial Examiner Lindsay: Yes.

Now, if there are no other papers now, we will adjourn until 2:00 o'clock this afternoon.

Mr. Mouritsen: Mr. Examiner, there are a number of witnesses who are under subpoena. Would they be instructed by the Examiner to return at that time?

Trial Examiner Lindsay: Yes.

All witnesses who have been subpoenaed by the Board will be in attendance during each session until after such person or persons have testified, and then do not leave the hearing until you have been released by all counsel.

We will adjourn until 2:00 o'clock.

(Whereupon, at 10:20 o'clock a. m., the hearing was recessed until 2:00 o'clock p. m. of the same day.) [26]

After Recess

(Whereupon, at 2:00 o'clock p. m., the hearing was resumed, as follows:)

Trial Examiner Lindsay: The hearing is called to order.

Now I am going to take up the written motions first and then I will pass on the oral motions that came up this morning.

The motion to dismiss, signed by J. B. Boyett, B-o-y-e-t-t, president of the Associated Farmers of Kings County, Inc., is denied.

Then there is a second motion by J. B. Boyett, president of the Associated Farmers of Kings County, Inc., which is denied.

Mr. Clark: Mr. Examiner, I understood—it was my understanding there was only one motion to dismiss filed by the Associated Farmers of Kings County. I think probably there is a copy that is attached to an affidavit of mailing, but just the one motion by the Associated Farmers.

Trial Examiner Lindsay: I am sorry. There are two here and neither one of them is dated, so I have no way of knowing.

Mr. Clark: One is a carbon copy attached or annexed to an affidavit of mailing dated May 15th, and the other is the original of that motion.

Trial Examiner Lindsay: Oh, I see.

Mr. Clark: There is only one motion to dismiss which was [27] simply made for the purpose of the record by the Associated Farmers of Kings County.

Trial Examiner Lindsay: The motion to dismiss is denied.

Mr. Clark: I understand there is the same understanding with respect to an exception to an objection which applies to a denial of a motion as it does to the objection?

Trial Examiner Lindsay: Yes, to all adverse rulings.

The written motion of the respondent J. G. Boswell Company, signed by Sidney J. W. Sharp and M. Wingrove, attorneys for respondent, is denied.

The written motion to dismiss filed by the Corcoran Telephone Exchange and signed by—what is that name?

Mr. Wingrove: C. H. Glenn.

Trial Examiner Lindsay: By C. H. Glenn, president and manager of the said company is denied.

Then there is a motion to dismiss as to Margaret A. Dunn. Now is there anything further that you would like to say about that, Mr. Clark?

Mr. Clark: No, Mr. Examiner, there is not. There is an objection to the introduction in evidence of the complaint or the charge, rather, which counsel for the Board states was filed by Mrs. Dunn and which the record shows was never served upon us. That is before the Examiner.

Trial Examiner Lindsay: Yes. [28].

Have you anything further to say on that, Mr. Wingrove?

Mr. Wingrove: No. I believe that the objection has been clearly discussed.

Trial Examiner Lindsay: Anything further to say on that, Mr. Mouritsen?

Mr. Mouritsen: Mr. Examiner, as I understand counsel's objection to the introduction, it was, first, that we have presented no evidence showing authority on behalf of Mr. Prior to file for Mrs. Dunn and, secondly, that the original charge filed by Mrs. Dunn was not filed upon counsel. I believe that covers the scope of the objection. [29]

The procedure that has been followed in this case is in full accord with the provisions of the Act, Mr. Examiner, and with the provisions of the Rules and Regulations.

In Article 2, Section 1 of the Act—which I will not read—that should be Article 2, Section 1 of the Rules and Regulations, provides that the charge may be filed or may be made by any person or labor organization, and in such matters as this we do not have the ordinary provision governing the law of Agency, where the authority must be clearly set out or implied in the action of the parties, but public policy is involved in that a violation of the laws of the United States has been charged, so that it is not necessary either under the Act or the Rules and Regulations that this authority be set out, as requested by counsel.

With reference to the fact that no copy of the original charge filed by Mrs. Dunn was served upon counsel or upon the parties, such act is also not required under the Rules and Regulations of the Board or the Act, the terms of the Act itself.

In the Rules and Regulations of the Board, Article 2, Section 5 covers the filing or the service of a charge upon the parties to the action or the hearing. In Article 2, Section 5, it provides that a copy of the charge shall be attached to the complaint, the complaint being based upon the charge that is filed therewith. When this is read in con- [30] junction with the provisions of the Act which is found in Section 10 on pages 22 and 23, the only provision that the Act contains regarding the service of the charge is set out in the following words, and I read therefrom, which is under Section B on page 23:

“Whenever it is charged that any person has engaged in or is engaged in any such unfair labor practice, the Board, or any agent or agency designated by the Board for such purposes, shall have power to issue and cause to be served upon such person a complaint stating the charges in that respect, and containing a notice of hearing before the Board or a member thereof.”

In other words, Mr. Examiner, it is not required under either the Rules and Regulations or the terms of the Act itself that a copy of the original charge be served upon the parties. We are proceeding only upon the fourth amended charge and complaint which has been issued thereon, and the Respondent will be held to answer in this hearing only for the charges with which they have been served, and with the complaint or with the allegations set out in the complaint.

Mr. Clark: Well, in that event, may it please the Examiner, the objection should be sustained to the introduction of the Dunn charge upon the ground it is incompetent and irrelevant.

As I understand counsel's statement now, it is that we [31] are only concerned with the fourth amended charge, and is making that as to anyone and with respect to anyone authorized to be appeared for.

If that is true, then, there is no place in the record for the admission into evidence of a charge which counsel states was filed with the Board by Mrs. Dunn. That is the objection I am making, may it please the Examiner.

It is true that the Act reads as counsel says it does—I mean the Regulations——

“A charge that any person has engaged in or is engaging in any unfair labor practice affecting commerce may be made by any person or labor organization.”

That is good.

This is an objection to a charge, an unfair charge, which Mrs. Dunn purportedly filed with the Board, and not the fourth amended charge that we are faced with here.

My objection to that is that the prior Dunn charge does not meet this charge of the Regulations:

“After a charge has been filed, if it appears to the Regional Director that a proceeding in respect thereto should be instituted, he shall

issue and cause to be served upon the respondent and the person or labor organization making the charge (hereinafter referred to as the 'parties to the proceeding') a formal complaint in the name of the Board stating the charges and containing a notice of hearing before a Trial [32] Examiner at a place therein fixed and at a time not less than five days after the service of the complaint. A copy of the charge shall be attached to the complaint."

The copy of the Dunn charge was not served upon us and has no place in the proceedings. [33]

Trial Examiner Lindsay: The Dunn charge is stated in substance in the fourth amended charge, and the fourth charge was made a part of the complaint and all parties were served with the complaint and with the fourth amended charge.

The fourth amended charge was filed by Mr. Prior who was at that time and now is, as I understand it—unless he has withdrawn since that charge was filed—if he hasn't, he is still acting as representative—so at that time he was acting as representative of the Union, and as such, he filed, signed that charge, and filed the same with the Board in behalf of Mrs. Dunn. What is that name?

Mr. Mouritsen: Margaret A.

Trial Examiner Lindsay: In behalf of Margaret A. Dunn and in behalf of the others involved in the hearing.

And for that reason, I am going to deny your motion both as to the charge and the one made as

to the complaint which covers,—which are in effect to Board's Exhibit 1 Subdivision Q and 1 Subdivision R and 1 Subdivision S. Is that right?

Mr. Clark: We all understand what Exhibits, Mr. Examiner, the motion is made to. There are three of them. It is an identical matter in each one.

Trial Examiner Lindsay: You may have an exception.

And Board's Exhibit 1, Subdivision A to Z, both inclusive, [34] 1-AA to JJ, both inclusive, are received in evidence.

(Thereupon, the documents above referred to were received in evidence and marked as Board's Exhibits Nos. 1-A to 1-Z and 1-AA to 1-JJ inclusive, respectively.)

BOARD'S EXHIBIT No. 1-CC

[Title of Board and Cause.]

MOTION TO DISMISS

Now comes Corcoran Telephone Exchange, a corporation, one of the respondents above named, and respectfully moves the National Labor Relations Board, through its agent, the Regional Director for the Twenty-first Region, to dismiss the above entitled proceeding as to said respondent, and to dismiss the charges on file herein against said respondent.

Said motion is made upon the ground that no act of said respondent, or to which said respondent is a party, is in commerce, or affects commerce, or burdens or obstructs commerce or the free flow of commerce, or has led or tended to lead to a labor dispute burdening or obstructing commerce or the free flow of commerce. Said motion is made upon the further ground that the National Labor Relations Board has no jurisdiction over said respondent.

Said motion is made upon this written Notice to Dismiss and upon the records and files of this case.

CORCORAN TELEPHONE
EXCHANGE,

By C. H. GLENN,

President and Manager.

SIDNEY J. W. SHARP,

M. WINGROVE,

Hanford, California,

Attorneys for said Respondent.

Due service and receipt of a copy of the foregoing Motion to Dismiss is hereby acknowledged this 12th day of May, 1939.

SIDNEY J. W. SHARP,

M. WINGROVE,

Attorneys for J. G. Boswell
Company, one of the Respondents above named.

[Title of Board and Cause.]

AFFIDAVIT OF SERVICE BY MAIL

State of California,
County of Kings—ss.

Nellie Strain, being sworn, says that she is a citizen of the United States, over eighteen years of age, a resident of Kings County, and not a party to the within proceeding.

That affiant's business address is Room 22, Wealth Center Building, Hanford, California.

That on the 13th day of May 1939, affiant served the attached Motion to Dismiss upon each of the following named parties to the above entitled proceeding, to wit: Associated Farmers of Kings County, Inc., and Cotton Products and Grain Mill Workers' Union, Local No. 21798, AFL, by placing a copy of said Motion to Dismiss in an envelope addressed to Webster V. Clark, the attorney of record for Associated Farmers of Kings County, Inc., one of the respondents in said proceeding, at the address of said attorney, as follows:

WEBSTER V. CLARK,

Attorney at Law, 111 Sutter
Street, San Francisco, Cali-
fornia.

and by placing a copy of said Motion to Dismiss in an envelope addressed to E. F. Prior, business representative of Cotton Products and Grain Mill Workers' Union, Local No. 21798, AFL, one of the

parties to said proceeding, at the address of said business representative, as follows:

E. F. PRIOR,

Business Representative, 309
Broad Avenue, Wilmington,
Calif.

That each of said envelopes was then sealed and postage prepaid thereon, and on said 13th day of May 1939 each of said envelopes was deposited in the United States postoffice in Hanford, California; that there is delivery service by United States mail at the places so addressed and regular communication by United States mail between the place of mailing and the places so addressed.

NELLIE STRAIN.

Subscribed and sworn to before me this 13th day of May 1939.

JOHN F. PRYOR,

Notary Public in and for the
County of Kings, State of
California.

[Endorsed]: Filed 5/18/39.

BOARD'S EXHIBIT No. 1-DD

[Title of Board and Cause.]

MOTION TO DISMISS

Now comes J. G. Boswell Company, a corporation, one of the respondents above named, and respectfully moves the National Labor Relations Board, through its agent, the Regional Director for the

Twenty-first Region, to dismiss the above entitled proceeding as to said respondent, and to dismiss the charges on file herein against said respondent.

Said motion is made upon the ground that no act of said respondent, or to which said respondent is a party, is in commerce, or affects commerce, or burdens or obstructs commerce or the free flow of commerce, or has led or tended to lead to a labor dispute burdening or obstructing commerce or the free flow of commerce. Said motion is made upon the further ground that the National Labor Relations Board has no jurisdiction over said respondent.

Said motion is made upon this written Notice to Dismiss and upon the records and files of this case.

J. G. BOSWELL COMPANY,
By LOUIS T. ROBINSON,
Assistant Secretary.
SIDNEY J. W. SHARP,
M. WINGROVE,
Hanford, California,
Attorneys for said Respondent.

Due service and receipt of a copy of the foregoing Motion to Dismiss is hereby acknowledged this 12th day of May, 1939.

SIDNEY J. W. SHARP,
M. WINGROVE,
Attorneys for Corcoran Telephone Exchange, one of the Respondents above named.

[Title of Board and Cause.]

AFFIDAVIT OF SERVICE BY MAIL

State of California,
County of Kings—ss.

Nellie Strain, being sworn, says that she is a citizen of the United States, over eighteen years of age, a resident of Kings County, and not a party to the within proceeding.

That affiant's business address is Room 22, Wealth Center Building, Hanford, California.

That on the 13th day of May 1939, affiant served the attached Motion to Dismiss upon each of the following named parties to the above entitled proceeding, to wit: Associated Farmers of Kings County, Inc., and Cotton Products and Grain Mill Workers' Union, Local No. 21798, AFL, by placing a copy of said Motion to Dismiss in an envelope addressed to Webster V. Clark, the attorney of record for Associated Farmers of Kings County, Inc., one of the respondents in said proceeding, at the address of said attorney, as follows:

WEBSTER V. CLARK,

Attorney at Law, 111 Sutter
Street, San Francisco, California.

and by placing a copy of said Motion to Dismiss in an envelope addressed to E. F. Prior, business representative of Cotton Products and Grain Mill Workers' Union, Local No. 21798, AFL, one of the

parties to said proceeding, at the address of said business representative, as follows:

E. F. PRIOR,

Business Representative, 309
Broad Avenue, Wilmington,
Calif.

That each of said envelopes was then sealed and postage prepaid thereon, and on said 13th day of May 1939 each of said envelopes was deposited in the United States postoffice in Hanford, California; that there is delivery service by United States mail at the places so addressed and regular communication by United States mail between the place of mailing and the places so addressed.

NELLIE STRAIN.

Subscribed and sworn to before me this 13th day of May 1939.

[Seal] JOHN F. PRYOR,

Notary Public in and for the
County of Kings, State of
California.

[Endorsed]: Filed 5/18/39.

BOARD'S EXHIBIT No. 1-EE

[Title of Board and Cause.]

ANSWER OF RESPONDENT

J. G. BOSWELL COMPANY

J. G. Boswell Company, a corporation, designated as one of the respondents in the above entitled pro-

ceeding and therein called "Respondent", in answer to the amended complaint filed therein by the National Labor Relations Board, admits, denies, and alleges as follows:

1. Answering paragraph 1 of said amended complaint, this respondent admits that it is and at all times in said amended complaint mentioned has been a corporation organized and existing under and by virtue of the laws of the State of California, and at all times therein mentioned has engaged in and now engages in the business of growing and financing the growing of cotton, feeding cattle, ginning and baling cotton, extracting cottonseed oil from cottonseed, and the processing, selling and distributing of cotton, cottonseed oil, and cottonseed cake and meal; and this respondent admits that its main office is situated at 354 South Spring Street, in the City of Los Angeles, California.

This respondent also admits that it owns and operates offices, gins and/or mills at the following places: Corcoran, and Tipton, all in the State of California; and Phoenix, Buckeye, Coolidge, Scottsdale, and Litchfield Park, all in the State of Arizona, but denies that it owns and/or operates offices and/or gins and/or oil mills, at Bakersfield, Mendota, Porterdale, Tulare, Fresno, McFarland, Calipatria, Blythe, or Calexico, in the State of California, or at either or any of said places in said state, or at Yuma, Somerton, Parker, Camelback, Litchfield, or West Chandler, in the State of Arizona, or at either or any of said places in said state.

Further answering said paragraph 1, this respondent alleges that it owns and/or operates an office, gin and/or oil mill at each of the following named places in the State of Arizona, to wit: Litchfield Station, Chandler, and Sasuarita, but denies that it owns and/or operates offices, gins and/or oil mills at any or either of the places, either in the State of California or in the State of Arizona, except the places which are hereinabove admitted and alleged.

2. Answering paragraph 2 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in the portion of said paragraph commencing with the words "Associated Farmers is" to and including the words "by the National Labor Relations Act", and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said portion of said paragraph 2.

Further answering said paragraph 2, this respondent denies, generally and specifically, that Associated Farmers, at all times mentioned in said amended complaint, or at any time or times at all, has acted directly and indirectly, or has acted directly or indirectly, in the interests of this respondent.

Further answering said paragraph 2 of said amended complaint, this respondent states that it is without knowledge as to whether or not Associated Farmers is an employer within the meaning of Section 2, subdivision (2) of the Act, or is an employer

at all, and upon such lack of knowledge this respondent denies the allegation in said paragraph 2 that Associated Farmers is an employer within the meaning of Section 2, subdivision (2) of the Act, or that it is an employer at all.

3. This respondent states that it is without knowledge as to any of the matters alleged in paragraph 3 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 3.

4. Answering paragraph 4 of said amended complaint, this respondent admits that portion thereof commencing with the words "Respondent in the course" to and including the words "to the Corcoran plant in the State of California;"

Further answering said paragraph 4 of said amended complaint this respondent denies each and every, all and singular, generally and specifically, all the allegations of said paragraph 4 except the portion of said paragraph which is hereinabove admitted.

5. This respondent states that it is without knowledge as to any of the matters alleged in paragraph 5 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 5.

6. Answering paragraph 6 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the al-

legations set forth and contained in said paragraph 6.

Further answering said paragraph 6, this respondent alleges that if any of the acts or statements mentioned, described, or referred to in said paragraph 6 were in fact done or made by any of its officers, agents, or employees, any and all acts so done were the acts of individuals and were unauthorized, and any and all statements so made were expressions of individual unauthorized opinions, and were neither the acts nor expressions of this respondent.

7. Answering paragraph 7 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 7.

8. Answering paragraph 8 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 8.

Further answering said paragraph 8, this respondent alleges that W. R. Johnston, Stephen J. Griffin, and Ehner Eller, named in said paragraph, were employed in the performance of seasonal work in and about the plant of respondent at Corcoran, California; that there was a very short ginning season in 1938, and consequently the usual and ordinary seasonal decline in ginning occurred earlier than normal, and it became necessary for this respondent to curtail its ginning operations, and on

or about November 17, 1938, the said three employees were laid off, solely and entirely due to seasonal decline in operations, and not for the reasons, or any thereof, asserted in said paragraph 8.

Further answering said paragraph 8, this respondent alleges that Eugene Clark Ely, who is named therein, left the employ of this respondent on or about January 30, 1939, of his own free will and accord, and while work was still available for him, and that he left this respondent's employ without any notice of his intention so to do, and without advising this respondent or his reasons therefor, and that he was neither laid off nor discharged.

9. Answering paragraph 9 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 9.

10. Answering paragraph 10 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 10.

11. Answering paragraph 11 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 11.

12. Answering paragraph 12 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 12.

13. Answering paragraph 13 of said amended

complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 13.

14. Answering paragraph 14 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 14.

15. Answering paragraph 15 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 15.

16. Answering paragraph 16 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 16.

17. Answering paragraph 17 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 17.

18. Answering paragraph 18 of said amended complaint, this respondent denies, each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 18.

19. Answering paragraph 19 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 19.

20. Answering paragraph 20 of said amended complaint, this respondent admits that on or about January 20, 1939, the Union instituted a boycott of respondent's products and stationed pickets at

respondent's Corcoran plant, and said activities are being carried on at the present time, but this respondent is without knowledge as to the cause or reason for such activities, and upon such lack of knowledge this respondent denies the allegation in said paragraph 20 that such activities were instituted and are being carried on because of the unfair labor practices alleged in said amended complaint.

Further answering said paragraph 20, this respondent denies that it did engage in or that it is engaging in the unfair labor practices, or any thereof, alleged in said amended complaint.

21. Answering paragraph 21 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 21.

22. Answering paragraph 22 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 22.

23. Answering paragraph 23 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 23.

24. Answering paragraph 24 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 24.

25. Answering paragraph 25 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said

paragraph 25 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 25.

26. Answering paragraph 26 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 26.

27. Answering paragraph 27 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 27.

28. Answering paragraph 28 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 28 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 28.

Further answering said paragraph 28, this respondent alleges that whatever acts or things were done either by Associated Farmers or by the Exchange, or by either thereof, were done independently of and without the knowledge of this respondent, and were not authorized by this respondent, and that said Associated Farmers and said Exchange never at any time to the knowledge of this respondent acted either directly or indirectly in the interests of this respondent as to any of the matters alleged in said paragraph 28, or by or under its authority.

29. Answering paragraph 29 of said amended

complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 29.

30. Answering paragraph 30 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 30.

31. Answering paragraph 31 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 31 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 31.

Further answering said paragraph 31, this respondent alleges that whatever acts or things were done either by Associated Farmers or by the Exchange, or by either thereof, were done independently of and without the knowledge of this respondent, and were not authorized by this respondent, and that said Associated Farmers and said Exchange never at any time to the knowledge of this respondent acted either directly or indirectly in the interests of this respondent as to any of the matters alleged in said paragraph 31, or by or under its authority.

32. Answering paragraph 32 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 32.

33. Answering paragraph 33 of said amended

complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 33 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 33.

34. Answering paragraph 34 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 34 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 34.

35. Answering paragraph 35 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 35.

36. Answering paragraph 36 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 36 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 36.

37. Answering paragraph 37 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 37 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 37.

Wherefore, said respondent J. G. Boswell Company, a corporation, prays that the said amended complaint and the charges on file herein be dismissed as to said respondent.

J. G. BOSWELL COMPANY,
By LOUIS T. ROBINSON,
Assistant Secretary,
Corcoran, California.

Subscribed and sworn to before me this 15th day of May, 1939.

[Seal] HORACE LEMORE,
Notary Public in and for the
County of Kings, State of
California.

Due service and receipt of a copy of the foregoing Answer of Respondent J. G. Boswell Company, is hereby acknowledged, this 15th day of May, 1939.

SIDNEY J. W. SHARP,
M. WINGROVE,
Attorneys for Corcoran Telephone Exchange, one of the
Respondents above named.

[Title of Board and Cause.]

AFFIDAVIT OF SERVICE BY MAIL

State of California,
County of Kings—ss.

Nellie Strain, being sworn, says that she is a citizen of the United States, over eighteen years of age,

a resident of Kings County, and not a party to the within proceeding.

That affiant's business address is Room 22, Wealth Center Building, Hanford, California.

That on the 15th day of May 1939, affiant served the attached Answer of Respondent J. G. Boswell Company upon each of the following named parties to the above entitled proceeding, to wit: Associated Farmers of Kings County, Inc., and Cotton Products and Grain Mill Workers' Union, Local No. 21798, AFL, by placing a copy of said answer in an envelope addressed to Webster V. Clark, the attorney of record for Associated Farmers of Kings County, Inc., one of the respondents in said proceeding, at the address of said attorney, as follows:

WEBSTER V. CLARK,

Attorney at Law, 111 Sutter
Street, San Francisco, California.

and by placing a copy of said answer in an envelope addressed to E. F. Prior, business representative of Cotton Products and Grain Mill Workers' Union, Local No. 21798, AFL, one of the parties to said proceeding, at the address of said business representative, as follows:

E. F. PRIOR,

Business Representative, 309
Broad Avenue, Wilmington,
Calif.

That each of said envelopes was then sealed and postage prepaid thereon, and on said 15th day of

May 1939 each of said envelopes was deposited in the United States postoffice in Hanford, California; that there is delivery service by United States mail at the places so addressed and regular communication by United States mail between the place of mailing and the places so addressed.

NELLIE STRAIN.

Subscribed and sworn to before me this 15th day of May 1939.

[Seal] HORACE LEMORE,

Notary Public in and for the
County of Kings, State of
California.

[Endorsed]: Filed 5/18/39.

BOARD'S EXHIBIT No. 1-FF

[Title of Board and Cause.]

ANSWER OF RESPONDENT CORCORAN
TELEPHONE EXCHANGE.

Corcoran Telephone Exchange, a corporation, designated as one of the respondents in the above entitled proceedings and therein called the "Exchange", in answer to the amended complaint filed therein by the National Labor Relations Board, admits, denies, and alleges as follows:

1. Answering paragraph 1 of said amended complaint, this respondent admits that J. G. Boswell Company, one of the respondents named in the above

entitled proceeding and therein called the "Respondent", is, and at all times in said amended complaint mentioned has been, a corporation organized and existing under and by virtue of the laws of the State of California. Except as to the matter thus admitted, this respondent alleges that it is without knowledge as to any of the matters alleged in said paragraph 1, and upon such lack of knowledge this respondent denies the allegations of said paragraph 1.

2. Answering paragraph 2 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 2 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 2.

3. Answering paragraph 3 of said amended complaint, this respondent admits that it is a corporation, organized under and existing by virtue of the laws of the State of California since the 29th day of November, 1922, and at all times therein mentioned, has engaged in, and now engages in the business of operating a telephone system and transmitting and receiving telephonic communications in the City of Corcoran, California, and Kings County, California.

Further answering said paragraph 3, this respondent admits that it owns and operates lines and cables which connect with lines and cables of the Pacific Telephone and Telegraph Company, but this respondent states that it is without knowledge

as to whether or not said Pacific Telephone and Telegraph Company is a subsidiary of the American Telephone and Telegraph Company, and upon such lack of knowledge this respondent denies the allegation that said Pacific Telephone and Telegraph Company is a subsidiary of the American Telephone and Telegraph Company.

Further answering said paragraph 3, this respondent admits that by and through such connections it transmits telephonic communications in interstate commerce, but in this regard this respondent alleges that no substantial amount or number of the telephonic communications handled or transmitted over its telephone system are transmitted in interstate commerce, and that the total number and amount of telephonic communications which are transmitted over its said telephone system in interstate commerce is considerably less than one per cent of the total number and amount of toll messages handled over or through its said system.

4. Answering paragraph 4 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 4 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 4.

5. Answering paragraph 5 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 5 of said amended complaint, and upon

such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 5.

6. Answering paragraph 6 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 6 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 6.

7. Answering paragraph 7 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 7 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 7.

8. Answering paragraph 8 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 8 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 8.

9. Answering paragraph 9 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 9 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 9.

10. Answering paragraph 10 of said amended

complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 10 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 10.

11. Answering paragraph 11 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 11 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 11.

12. Answering paragraph 12 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 12 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 12.

13. Answering paragraph 13 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 13 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 13.

14. Answering paragraph 14 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 14 of said amended complaint, and upon such lack of knowledge this respondent denies each

and every, all and singular, the allegations set forth and contained in said paragraph 14.

15. Answering paragraph 15 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 15 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 15.

16. Answering paragraph 16 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 16 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 16.

17. Answering paragraph 17 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 17 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 17.

18. Answering paragraph 18 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 18 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 18.

19. Answering paragraph 19 of said amended complaint, this respondent states that it is without

knowledge as to any of the matters alleged in said paragraph 19 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 19.

20. Answering paragraph 20 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 20 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 20.

21. Answering paragraph 21 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 21 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 21.

22. Answering paragraph 22 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 22 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 22.

23. Answering paragraph 23 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 23 of said amended complaint, and upon such lack of knowledge this respondent denies each

and every, all and singular, the allegations set forth and contained in said paragraph 23.

24. Answering paragraph 24 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 24.

Further answering said paragraph 24, this respondent alleges that the employment of said Margaret A. Dunn was terminated for good cause, and not for any of the reasons asserted in said paragraph of said amended complaint, and that neither the respondent J. G. Boswell Company nor the respondent Associated Farmers of Kings County, Inc., had anything whatsoever to do with the termination of the employment of said Margaret A. Dunn by this respondent.

25. Answering paragraph 25 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 25.

Further answering said paragraph 25, this respondent alleges that the employment of said Margaret A. Dunn was terminated for good cause and not for any of the reasons asserted in said paragraph of said amended complaint, and that the respondent Associated Farmers of Kings County, Inc. had nothing whatsoever to do with the termination of the employment of said Margaret A. Dunn by this respondent.

26. Answering paragraph 26 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the alle-

gations set forth and contained in said paragraph 26.

27. Answering paragraph 27 of said amended complaint, this respondent admits that on or about March 14, 1939 and thereafter, it refused to reinstate or to permit the reinstatement of Margaret A. Dunn to her regular position of employment with this respondent, but denies that the reason therefor was or is that said Margaret A. Dunn filed charges with the National Labor Relations Board, and, on the contrary, this respondent alleges that the sole and only reason for its refusal to reinstate said Margaret A. Dunn was that her employment had previously been terminated for good cause, and it was in no wise obligated to reinstate her.

Further answering said paragraph 27, this respondent denies specifically the allegation therein contained that it did engage in and/or is engaging in unfair labor practices within the meaning of Section 8, subdivision (4) of the Act, or at all.

Further answering said paragraph 27, this respondent alleges that neither the respondent J. G. Boswell Company nor the respondent Associated Farmers of Kings County, Inc. had anything whatsoever to do with the refusal of this respondent to reinstate said Margaret A. Dunn.

28. Answering paragraph 28 of said amended complaint, this respondent admits that on or about March 14, 1939, and thereafter, it refused to reinstate, or to permit the reinstatement of said Margaret A. Dunn to her regular position of employment with this respondent, but denies that the reason therefor was or is that said Margaret A. Dunn

filed charges with the National Labor Relations Board, and, on the contrary, this respondent alleges that the sole and only reason for its refusal to reinstate said Margaret A. Dunn was that her employment had previously been terminated for good cause, and it was in no wise obligated to reinstate her.

Further answering said paragraph 28, this respondent denies that the respondent Associated Farmers of Kings County, Inc. had anything whatsoever to do with the refusal of this respondent to reinstate said Margaret A. Dunn, and further denies that this respondent in refusing to reinstate or to permit the reinstatement of said Margaret A. Dunn was acting directly and/or indirectly in the interest of respondent J. G. Boswell Company.

Further answering said paragraph 28, this respondent denies specifically the allegation therein contained that it did engage in and/or is engaging in unfair labor practices within the meaning of Section 8, subdivision (4) of the Act, or at all.

29. Answering paragraph 29 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 29.

30. Answering paragraph 30 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 30.

31. Answering paragraph 31 of said amended complaint, this respondent denies each and every, all

and singular, generally and specifically, the allegations set forth and contained in said paragraph 31.

32. Answering paragraph 32 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 32 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 32.

33. Answering paragraph 33 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 33 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 33.

34. Answering paragraph 34 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 34.

35. Answering paragraph 35 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 35 of said amended complaint, and upon such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 35.

36. Answering paragraph 36 of said amended complaint, this respondent states that it is without knowledge as to any of the matters alleged in said paragraph 36 of said amended complaint, and upon

such lack of knowledge this respondent denies each and every, all and singular, the allegations set forth and contained in said paragraph 36.

37. Answering paragraph 37 of said amended complaint, this respondent denies each and every, all and singular, generally and specifically, the allegations set forth and contained in said paragraph 37.

Wherefore, said respondent Corcoran Telephone Exchange, a corporation, prays that the said amended complaint and the charges on file herein be dismissed as to said respondent.

CORCORAN TELEPHONE
EXCHANGE,

By C. H. GLENN,

President and Manager.

Subscribed and sworn to before me, this 15th day of May, 1939.

[Seal] HORACE LEMORE,

Notary Public in and for the
County of Kings, State of
California.

Due service and receipt of a copy of the foregoing Answer of Respondent Corcoran Telephone Exchange, is hereby acknowledged this 15th day of May, 1939.

SIDNEY J. W. SHARP,
M. WINGROVE,

Attorneys for J. G. Boswell
Company, one of the Re-
spondents above named.

[Title of Board and Cause.]

AFFIDAVIT OF SERVICE BY MAIL

State of California,
County of Kings—ss.

Nellie Strain, being sworn, says that she is a citizen of the United States, over eighteen years of age, a resident of Kings County, and not a party to the within proceeding.

That affiant's business address is Room 22, Wealth Center Building, Hanford, California.

That on the 15th day of May 1939, affiant served the attached answer of respondent Corcoran Telephone Exchange upon each of the following named parties to the above entitled proceeding, to wit: Associated Farmers of Kings County, Inc., and Cotton Products and Grain Mill Workers' Union, Local No. 21798, AFL, by placing a copy of said answer in an envelope addressed to Webster V. Clark, the attorney of record for Associated Farmers of Kings County, Inc., one of the respondents in said proceeding, at the address of said attorney as follows:

WEBSTER V. CLARK,

Attorney at Law, 111 Sutter
Street, San Francisco, California.

and by placing a copy of said answer in an envelope addressed to E. F. Prior, business representative of Cotton Products and Grain Mill Workers' Union, Local No. 21798, AFL, one of the par-

ties to said proceeding, at the address of said business representative, as follows:

E. F. PRIOR,

Business Representative, 309
Broad Avenue, Wilmington,
California.

That each of said envelopes was then sealed and postage prepaid thereon, and on said 15th day of May 1939 each of said envelopes was deposited in the United States postoffice in Hanford, California; that there is delivery service by United States mail at the places so addressed and regular communication by United States mail between the place of mailing and the places so addressed.

NELLIE STRAIN.

Subscribed and sworn to before me this 15th day of May, 1939.

[Seal] HORACE LEMORE,

Notary Public in and for the
County of Kings, State of
California.

[Endorsed]: Filed 5/18/39.

Mr. Clark: Mr. Examiner, may I have permission, if it is in order, to ask counsel a question with respect to the Dunn charge which has just been admitted into evidence?

Trial Examiner Lindsay: Well, I don't believe those questions from counsel are necessary.

Mr. Clark: I would like to ask the Examiner if

ne is so advised, or leave the question in the record, as to whether or not the charge just admitted into evidence by Mrs. Margaret Dunn has been withdrawn by her.

Trial Examiner Lindsay: Well, I am not in a position to answer that question. The only fact, as I understand this matter, is that as a matter of form, to make the record complete, the original Dunn charge is kept on file, but that the complaint is based on the amended fourth charge. Is that right?

Mr. Mouritsen: That is correct.

Mr. Clark: Were it is simply a technicality, I won't be urging it, the objection. My information is that the Dunn charge was withdrawn. I fully realize that the consent of the original director is essential to a dismissal of the complaint on that ground, but I would like to know the fact. I am in no [35] position, don't you see, to ascertain it, and that is why I objected to simply the charge going into evidence, because I realized I wasn't in a position to develop the whole story should that be admitted; and I would like to be advised in that respect.

Trial Examiner Lindsay: It certainly isn't withdrawn because it is re-stated in your fourth amended charge, and the complaint is based on the fourth amended charge.

Mr. Clark: I understand, but re-stated by Mr. Prior, and not by Mrs. Dunn. That is the point.

Trial Examiner Lindsay: Board's Exhibit 2 has been received.

Now, you may proceed, Mr. Mouritsen. [36]

Mr. Mouritsen: I call Mr. Louis T. Robinson.

Mr. Examiner, before we proceed with the examination of this witness there are two other witnesses who have been subpoenaed by the Board. Now, in the presentation of the Board's case, I propose first to present the evidence that we have assembled relative to the J. G. Boswell Company, and then the evidence that has been gathered relative to the Employees' Association, which is, of course, part of the Boswell Company case; the case, then, against the Associated Farmers, and last, the case against the Corcoran Telephone Exchange.

These two witnesses who are now under subpoena are representatives of the Associated Farmers and of the Employees' Association. I think the most satisfactory procedure would be to release those people with the request that they hold themselves in readiness to appear on 24 hours' notice and we will then give counsel notice as to when they are to appear.

Mr. Clark: As far as my people are concerned, I assume you refer to Mr. Boyett of the Associated Farmers?

Mr. Mouritsen: Yes.

Mr. Clark: I will agree to produce him whenever wanted.

Trial Examiner Lindsay: Anything you agree to will be satisfactory with me.

Mr. Clark: You are going to be in town, aren't you, Mr. Boyett?

Mr. Boyett: Yes. [37]

Mr. Mouritsen: That will be the most satisfactory method, because we will have the record in order and the evidence respecting the particular parts of the case.

Trial Examiner Lindsay: However, if you want to listen to the proceeding, that doesn't mean you have to leave the court room.

Mr. Boyett: Thank you.

Mr. Mouritsen: Mr. Examiner, I understand that Mr. McKeever is appearing under the subpoena directed to the Employees' Association, so would the Examiner instruct him that he may leave now if he so desires with the understanding that he may be recalled under 24 hours' notice?

Trial Examiner Lindsay: Yes. Is that understood, Mr. McKeever?

Mr. McKeever: Yes, sir.

Trial Examiner Lindsay: You are under the direction of the subpoena, subject to being recalled at a later time.

LOUIS T. ROBINSON

called as a witness by and on behalf of the National Labor Relations Board, having been previously duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Mouritsen): Where do you reside?

A. Corcoran.

Q. Do you have any street address? [38]

A. Whitely Avenue would be the nearest I can come to.

(Testimony of Louis T. Robinson.)

Q. What is your business or profession?

A. I am employed by the J. G. Boswell Company.

Q. How long have you been so employed?

A. About 14 years.

Q. What position do you now hold?

A. I am manager of the San Joaquin Valley operations.

Q. How long have you held that position?

A. Most of that time.

Q. Approximately 14 years?

A. Well, no. Approximately 10 years.

Q. And are you thoroughly acquainted with all of the operations of the respondent, J. G. Boswell Company, in the San Joaquin Valley?

A. I think so.

Q. Could you describe briefly what operations J. G. Boswell Company carries on under your administration or under your orders?

A. At Corcoran we carry on a cotton ginning business, a cottonseed oil mill business. We engage in farming, and we have cattle feed pens.

Mr. Clark: What was that last?

(The answer referred to was read by the reporter, as set forth above.)

The Witness (Continuing): At Tipton we engage in cotton [39] ginning.

Q. (By Mr. Mouritsen): Now, are any of these operations carried on that are not under your executive control?

(Testimony of Louis T. Robinson.)

A. The cattle feeding business is not under my control.

Q. Under whose control is that?

A. W. W. Boswell.

Q. And are you acquainted with the connection that he has with the J. G. Boswell Company?

A. Yes, I am.

Q. What connection does he have with the J. G. Boswell Company?

A. He is a director of the company and he is in charge of the cattle business.

Q. Are you a director of the company?

A. Yes, sir.

Q. How long have you held the directorship?

A. Several years, I would say three or four.

Q. During that time have you attended meetings of the Board of Directors?

A. Some meetings. I don't know that I attended all of them.

Q. And how many meetings, approximately, have you attended of the Board of Directors?

A. Oh, approximately 12.

Trial Examiner Lindsay: During what time?

The Witness: Covering a period of three or four years. [40]

Q. (By Mr. Mouritsen): Now, Mr. Robinson, under the subpoena you were directed to produce certain payroll records. Do you have those records with you? A. Yes, sir.

Q. Could I have them, please?

(Testimony of Louis T. Robinson.)

A. I turned them over to my attorney.

Mr. Clark: You might state what that is.

Mr. Wingrove: Yes.

This is the most easily accessible form of record we have. This is the original social security record of the company; and, of course, I am going to object very strenuously to the introduction of this record into evidence on the basis that it is our original record and must be retained in our office.

Trial Examiner Lindsay: Any document that is furnished which must be returned to the company, it is usually handled in this way: Either a photostatic copy or any other copy in any other form may be made, compared by all parties involved in this hearing, and if they are all satisfied the copy is a true and correct copy in every detail, then a copy may be substituted for the original; the original withdrawn from the record, and returned to its proper owner.

Does that cover it?

Mr. Clark: I was going to suggest this, Mr. Examiner, if [41] I may: As pursuant to the discussion I had with Mr. Wingrove yesterday, I am wondering whether counsel for the Board might use this record for the examination of this witness and read such portions of it as will be relevant; and then we can furnish photostatic copies of such that are relevant instead of encumbering the record.

Trial Examiner Lindsay: I wouldn't want to be in a position to advise the attorney on that.

Mr. Mouritsen: This is the course I propose to

(Testimony of Louis T. Robinson.)

follow: I would like to put these in evidence inasmuch as they are the original records, and then I would be happy to make any arrangements with counsel for their withdrawal, but since they are the original records and the best evidence, I prefer to have them in the record and then, of course, we can make arrangements regarding their withdrawal. I don't want to deprive the company of having them, but I propose to have them in the record.

Mr. Clark: It is a social security record——

Trial Examiner Lindsay (Interrupting): Off the record.

(Here followed discussion held outside the record.) [42]

Trial Examiner Lindsay: On the record.

Mr. Mouritsen: May the record that counsel has handed me in response to the subpoena be marked Board's 3 for identification?

(Thereupon the document above referred to was received and marked as Board's Exhibit No. 3 for identification.)

Q. (By Mr. Mouritsen): Now, Mr. Robinson, I show you the record that has been handed me by counsel, in response to the subpoena *duces tecum*, and ask if you have ever seen that record before.

A. (Examining document): Yes, sir.

Q. What does it contain?

A. That is the social security record of—the payroll of the employees.

(Testimony of Louis T. Robinson.)

Q. Now, in the subpoena duces tecum directed to yourself it is requested that you furnish the complete payroll records for all employees, exclusive of office, clerical, and supervisory employees, giving the date of initial employment, employed at the Coreoran plant of the company from November 1, 1938 to the date of this subpoena.

Will you indicate in Board's Exhibit 3 for identification just where this information is to be secured, from what pages, and the type of information.

A. The record is here in alphabetical order for each employee conforming to that order. [43]

Q. All right. Let us take the record of O. L. Farr, one of the persons named in the subpoena. Will you indicate for the record just where that information is set out in Board's Exhibit 3 for identification?

Trial Examiner Lindsay: Off the record.

(Discussion outside the record.)

Mr. Mouritsen: Let the record show that Board's Exhibit 3 for identification is a bound volume, the leaves of which are detachable, which has a grayish-brown cover of canvas upon which has been pasted a small white piece of paper bearing the words "Social Security Records Coreoran Payroll"; that it consists of——

Trial Examiner Lindsay (Interrupting): For what company?

Mr. Mouritsen: That is not indicated, Mr. Examiner, on the paper.

Mr. Clark: It is conceded by everyone that it is

(Testimony of Louis T. Robinson.)

for the J. G. Boswell Company, isn't that correct, counsel?

Mr. Wingrove: Yes, sir.

Mr. Clark: An official record of Boswell Company.

Mr. Mouritsen: And consists of a number of pages—I am unable to give the correct number inasmuch as the pages are not numbered consecutively.

Is that sufficient, Mr. Examiner, for the record?

Trial Examiner Lindsay: Yes. [44]

Q. (By Mr. Mouritsen): I believe the question pending was with regard to the record of O. L. Farr.

A. This is supposed to be in alphabetical order and I do not find it for Farr. If it is not in here, it is through error that it was left out, and we will secure that. Do you wish me to go clear through and see, or shall I——

Mr. Clark (Interrupting): May I suggest that you look on both sides of the "F" and if Farr does not appear in there, then take some other name and look up Farr later.

The Witness: I did just what you are doing here, and I couldn't find anything for his record.

Q. (By Mr. Mouritsen): Mr. O. L. Farr was employed by your company between the dates of November 1, 1938, and the date of the subpoena, was he not?

A. That is correct and evidently in taking out some that wasn't covered by the subpoena his name was taken out or it was out of alphabetical order.

(Testimony of Louis T. Robinson.)

If his name isn't in here, that record will be secured if you desire it.

Mr. Wingrove: Mr. Mouritsen, I think—if you will pardon me, I will make a statement.

It may be possible that—we just got that record in yesterday, I believe, or the day before, and we did not have much of an opportunity to go over the details. It may be entirely possible that that only covers the record of the employees who are at present with the company. I am not certain [45] of that, but if that proves to be the case, we will gladly produce the missing sheets for these missing parties.

Mr. Mouritsen: Very well. [46]

Q. Let us take the case or the page of Eugene Clark Ely?

A. (Examining document): Eugene Clark Ely.

Q. Now, Mr. Robinson, will you point out on the page to which you have turned, on which does not appear a number, but which appears to be in alphabetical order——

Mr. Clark: It has a Social Security number.

Q. (By Mr. Mouritsen): Which bears Social Security number of 557-10-2995, and indicate upon that page and the following pages, which are also Mr. Ely's record, the initial date of employment of Mr. Eugene Clark Ely?

A. The date employed is blank. Now, it may be that this is the date employed, but I wouldn't know that.

Q. The witness indicates upon the page the first

(Testimony of Louis T. Robinson.)

number 1 in the upper left-hand corner of the page, and what is that date opposite the figure 1 in the upper left-hand corner of the page, Mr. Robinson?

A. That appears to be 9 and 30, 1937.

Q. And what would your interpretation of "9" be?

A. September.

Q. All right.

Now, from that record can you ascertain whether or not between the date of September 30, 1937, and the date of the subpoena, Mr. Eugene Clark Ely had any lay-offs?

A. Well, that is just a matter of calculation. (Examining document). It appears he wasn't employed in April of 1938. [47]

Q. How do you reach that statement?

A. We have a payment for March 24th, and no more payments until May 5th.

Q. How do you know that the figure opposite the number "27" on about the middle of the left-hand side of the page, which is only "24", indicates the month of March?

A. Here you have a "3" indicating March.

Q. Opposite the figure 24 and about the middle of the page.

Mr. Clark: Those figures referred to, Mr. Examiner, are printed figures on the side of the page and not the date figures.

The Witness: He is being paid by the week, and it shows a payment for March 3, March 10, a payment for March 17, a payment for March 24, and then

(Testimony of Louis T. Robinson.)

he shows no more payments until April 5. The payment for March 24 shows that he only worked a small time during that week. These payments ordinarily are made——

Trial Examiner Lindsay (Interrupting): Now, just a minute. Off the record.

(Discussion outside the record.)

Q. (By Mr. Mouritsen): Now, are you able to ascertain from that record, Mr. Robinson, the rates of pay at which Mr. Ely was paid, referring to the hourly rate? A. I can only ascertain——

Mr. Clark (Interrupting): Just one minute. May I suggest, Mr. Examiner, by way of objection, that the question before the [48] witness be exhausted. The question was does the record before you show any lay-offs on the part of this particular worker, or employee, and the witness had pointed to one of them. I take it that that subject matter should, in proper order, be exhausted. Let us have the history of Mr. Ely as far as his lay-offs are concerned, so long as he was employed by the Company, instead of having to hop back to it.

Trial Examiner Lindsay: Well, I think the attorney may examine this witness according to his idea. He has his case prepared, I imagine.

(The record referred to was read by the reporter, as follows:

“Q. Now, are you able to ascertain from that record, Mr. Robinson, the rates of pay at

(Testimony of Louis T. Robinson.)

which Mr. Ely was paid, referring to the hourly rate?

“A. I can only ascertain——”)

The Witness (Continuing): The amount he received each week.

Q. (By Mr. Mouritsen): Does that record also contain any figures or information showing the number of hours that he worked?

A. I don't believe so.

Q. Is there maintained at the plant of the Company any record of the hours worked by an employee? A. Yes, sir. [49]

Q. Will you secure that information and bring it to the hearing so we can get the information called for in the subpoena?

A. On advice of my counsel, I will.

Mr. Clark: How about that, Mr. Wingrove?

Mr. Wingrove: Mr. Examiner and Mr. Mouritsen, I don't know just what records we have there, whether we have any records or not in the form of books. Of course, there is a regular weekly pay card, thousands of those, and they are all stored away in the back room, as I understand. It would be a tremendous job to produce those.

Q. (By Mr. Mouritsen): Let me ask, Mr. Robinson, isn't there some entry made from those books in a regular time book or is the original or payroll record made up directly from the time slips made out by the men?

A. To my belief, the time slips are carried to another book. [50]

(Testimony of Louis T. Robinson.)

(The record referred to was read by the reporter, as follows:

“Q. Will you obtain that book and bring it to the hearing?”)

The Witness: Shall I answer?

Trial Examiner Lindsay: Yes.

The Witness: On advice of my counsel, I will.

Mr. Mouritsen: Well, Mr. Wingrove?

Trial Examiner Lindsay: I think the attorney has consented to bring them.

Mr. Wingrove: I made the statement I would see what they have. I don't know what there is there, Mr. Examiner.

Trial Examiner Lindsay: Get what the subpoena calls for. Proceed.

Mr. Clark: That is what I was trying to find out.

Trial Examiner Lindsay: If there is anything else that is not covered by the subpoena and is needed, I hope that the respondents, through their counsel, will cooperate and let us proceed in a nice, orderly way.

Mr. Clark: You may rest assured of that. I might apologize to you, Mr. Examiner, for interjecting myself into it, but I knew that Mr. Wingrove had not committed himself to the extent to which counsel thought he had. I was trying to get a definition of it. [53]

Q. (By Mr. Mouritsen): Now, you have indicated the one lay-off or the first lay-off that you discovered in your examination of this document.

(Testimony of Louis T. Robinson.)

Will you please examine the document further and tell us whether there were any subsequent lay-offs indicated in this record. A. There were.

Q. After the first lay-off that you indicated, I believe as being between the months of March and May, in the year 1937, or '38——

A. (Interrupting): 1937—no, I am wrong—1938.

Q. 1938, are you able to find any—what is the first subsequent lay-off that you find?

A. There appears to have been a lay-off May 19th and July 7th of 1938.

Q. Now, will you examine the record further and see if there are any other lay-offs?

A. There appears to have been a further lay-off between July 21 and October 6, 1938.

Q. And what was the next lay-off?

A. There does not appear to have been any more lay-offs until the close of this record, which is February 2nd.

Q. Of what year? A. Of 1939.

Q. Now, what are your regular payroll intervals indicated in [54] this report? A. Weekly.

Q. And when does the week start and when does it end?

A. My understanding is that the week starts Friday morning and ends Thursday night.

Q. And when are the men paid?

A. The men are paid Saturday morning.

Q. Now, referring to the last week indicated by

(Testimony of Louis T. Robinson.)

the record, does that record indicate whether or not a full week was worked?

A. It indicates that it was not.

Q. Are you able to state from your examination of the record approximately how many days were worked by Eugene Clark Ely during that last?

A. I know I am not able to state.

Q. Now, from your examination of this record, are you able to indicate the type of work that Mr. Eugene Clark Ely did during the period covered by this record?

A. No, sir.

Q. Is a record kept of such, of the types of work done by Mr. Eugene Clark Ely during the period of his employment by the company.

A. I believe a record is kept of the type of work done by each individual.

Q. Will you obtain and bring to the hearing that record which [55] shows the types of work done by the men listed in section 2 of the list attached to the subpoena duces tecum and directed to you?

A. On advice of my counsel, I will.

Q. Now, other than information that you are required to furnish to the Social Security Board, does this record contain any additional information relative to either the type of work or the rate of payment or the amounts paid and the periods worked by Mr. Eugene Clark Ely?

A. It appears only to show the period worked by the week and the amount of money received by the week.

(Testimony of Louis T. Robinson.)

Q. Now, have you examined the record, that is, Board's Exhibit 3 for identification, to determine whether or not other than the name of O. L. Farr it contains the names of all of the men contained in section 2 of the subpoena duces tecum directed to yourself?

A. No, I haven't. This came in within the last day or so and I picked out some names at random and they were all there so I assumed that the rest of them were.

Mr. Clark: Let us check them now so we won't have to look further for the records; we will only have to limit ourselves to the specific things you have asked for.

Mr. Mouritsen: I think that perhaps doing that during the recess will be better and we can continue with Mr. Robinson at this time. [56]

Q. Then, with respect to the request of sections 1 and 2 of the subpoena duces tecum, they are not satisfied inasmuch as the types of work done by these men listed in paragraph 2 are not set out and the rates of pay for the specific payroll periods are not met, and those are the things that I am requesting Mr. Robinson and Mr. Wingrove to furnish in order to satisfy the subpoena, and I will be happy to discuss that with you, Mr. Wingrove, during one of our recesses.

Now, does Board's Exhibit 3 for identification contain or purport to contain the information relative to all other employees of the J. G. Boswell Company between the period November 1, 1928, and the date of

(Testimony of Louis T. Robinson.)

the subpoena which you have indicated contains relative to Eugene Clark Ely?

A. Yes, sir, that is for the Corcoran plant, as I understand it.

Q. Yes, just for the Corcoran plant, and there are no names of Tipton employees contained in this Board's 3 for identification?

A. Not to the best of my knowledge and belief, but I haven't examined it too closely.

Mr. Mouritsen: Very well. At this time, Mr. Examiner, I offer Board's 3 for identification.

Trial Examiner Lindsay: Any objection?

Mr. Clark: Only the one stated which your Honor has disposed of; no objection to the use of it. [57]

Trial Examiner Lindsay: It may be received in evidence with the understanding that a copy will be made in some form and at that time compared with the original and if it is correct, then a substitution may be made and the original returned to counsel representing respondent.

Mr. Clark: And in view of the omission of that one name, I take it that exhibit is admitted subject to correction and that we will run through it at a recess, as Mr. Mouritsen doesn't want to take the time now to see that all these names are in here.

Trial Examiner Lindsay: Yes, that is right.

Mr. Mouritsen: That is satisfactory.

(Thereupon the document above referred to was received in evidence and marked as Board's Exhibit No. 3.)

COMPENSATION RECORD

CHARLES R. HABLEY CO., PATNFINDERS, INC.

100,000 FORM 1-1960, 01-10-60

STANDARD FORM C30

PRINTED IN U.S.A.

NAME

R. K. Martin
Concoran, Calif.

ADDRESS

CHANGE

DATE

OF BIRTH

6-8-08

PLACE
OF BIRTH

Ga.

DATE

9-4-34

EMPLOYMENT CONTRACT

MADE IN STATE OF

OCCUPATION

RATE \$
WORK DONE
IN STATE OF

Calif.

COMPANY
EMPLOYEE NO.

14

RECEIVED BY
EMPLOYEE
S.S. ACCT NO *546-09-26*

PHONE

MALE ☒ FEMALE ☐ MARRIED ☐ SINGLE ☒ NO DEPENDENTS
AGE BECOMES SS *1973* YEARS IN STATE
STEADY ☐ TEMPORARY ☒ FULL PART
WORK DONE IN DISTRICT *Concoran* DEF. FULL TIME WEEKLY HOURS

DATE

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WORKED
DATE MRS. TIME

TIME
LOST

SALARY OR WAGES
REF. AMOUNT

OTHER
COMPENSATION
REF. AMOUNT

ALLOWANCES
OR EXPENSES
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TOTAL
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TAX STATUS

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COMPENSATION RECORD

CHARLES HADLEY © PATENT OFFICE, 1115 N. W. 10TH ST., MIAMI, FLA. 33136 STANDARD FORM C38 PRINTED IN U.S.A.

NAME

Fred Matthews
Cocoran

COMPANY
EMPLOYEE NO.

552-16-3304

ADDRESS

ADDRESS

CHANGE

DATE

OF BIRTH

DATE

EMPLOYED

EMPLOYMENT CONTRACT

MADE IN STATE OF

5-6-10

PLACE

Greensboro, Ga

5-13-38

OCCUPATION

RATE \$
WORK DONE
IN STATE OF

AGE 28

DATE

BECOMES GS 1975

STEADY

TEMPORARY

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WHY

LINE NO. 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53

DATE PERIOD ENDS 5-19 5-26 6-2 9 10 23 30 7-7 14 21 28 8-4 11 18 25 7-8 15 22 29 10-6 13 20 27 11-3 10 17 24 12-1 8 15 22 25 31 1-7 14 21 28 2-2 9 16 23 3-4 11 18 25 31 4-8 5 24 5-6

WORKED DATE HRS. TIME

TIME LOST

* MNT

SALARY OR WAGES REF. AMOUNT

OTHER COMPENSATION REF. AMOUNT

ALLOWANCES OR EXPENSES REF. AMOUNT

TOTAL TAXABLE EARNINGS

UNEMP. INS. %

OLD AGE ANNTY %

DEDUCTIONS

STATUS

IN CASE OF DEATH

NAME

ADDRESS

PHONE

RELATIONSHIP

DATE

TERMINATION OF EMPLOYMENT

REASON:

INELIGIBLE FOR EMPLOY COMPENSATION

REASON:

RECOMMENDATION FOR REEMPLOYMENT, YES/NO

DATE OF EMPLOYMENT

REGISTERED WITH PUBLIC EMPLOYMENT OFFICE

DISTRICT CERTIFICATE NUMBER

MEMO.

TAXABLE EARNINGS

UNEMP. INS.

OLD AGE ANNTY

1ST QUARTER

2ND QUARTER

3RD QUARTER

4TH QUARTER

TOTALS

SUMMARY

CURRENT YEAR

PREVIOUS YEARS

TOTAL EARNINGS

NO. OF WEEKS WORKED

AVERAGE WEEKLY WAGE

TOTAL HOURS WORKED

AVERAGE WEEKLY HOUR

HOURLY RATE EARNED

UNEMPLOY INS. TAX DEDUCTED

FED. OLD AGE TAX DEDUCTED

USE APPROPRIATE SYMBOLS TO DESIGNATE TIME LOST.

NAME Lonnie A. Spear

Sheet #2

EMPLOYEE
S S ACCT NO

560-05-8565

1 JAN 1954

ADDRESS

CHANGES

PHONE

PHONE

CHANGES

DEPT OR
PLACE OF WORKMALE ☒ MARRIED ☒ COLORFEMALE ☐ SINGLE

DATE EMPLOYED 9/10/35

OCCUPATION

RATE \$

PER

FULL TIME
WEEKLY HOURSFULL TIME
EARNINGS \$REASON
TERMINATIONNO OF
DEPENDENTSFULL TIME
PERIOD

3

PAY-ROLL RECORD										DEDUCTIONS				TAX STATUS			
PERIOD	DATE	TIME WORKED	TIME LOST	SALARY OR WAGES		TOTAL EARNINGS		UNEMP INS		OLD AGE ANNTY		STATE		REASON		DATE OF EMPLOYMENT	
ENDS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	1	6			2700							27	27				
2		14			3500							35	35				
3		20			2700							27	27				
4		27			3200							32	32				
5	2	3			2600							26	26				
6		10			3000							30	30				
7		17			3000							30	30				
8		24			2200							22	22				
9	3	3			1200							12	12				
10	4	21			1000							10	10				
11		28			3000							30	30				
12	5	5			2350							24	24				
13		12			2500							25	25				
14		19			3000							30	30				
15		26			3000							30	30				
16	6	2			3000							30	30				
17		9			3000							30	30				
18		16			3000							30	30				
19		23			3000							30	30				
20		30			3000							30	30				
21	7	7			4200							42	42				
22		14			4200							42	42				
23		21			3900							39	39				
24		28			4200							42	42				
25	8	5			2100							21	21				
26		12			3000							30	30				
27		19			4200							42	42				
28	9	1			4500							45	45				
29		8			4200							42	42				
30		15			3900							39	39				
31		22			4200							42	42				
32		29			2850							28	28				
33	10	6			4200							42	42				
34		13			4650							46	46				
35		20			4000							40	40				
36		27			3600							36	36				
37	11	3			2950							29	29				
38		10			3600							36	36				
39		17			3200							32	32				
40		24			2900							29	29				
41	12	1			2500							25	25				
42		8			1500							15	15				

ADDITIONAL REMARKS ON REVERSE ☐

TAXABLE EARNINGS

UNEMP INS	MONEY	OTHER
1ST PERIOD REGULAR		
SPECIAL		
2ND PERIOD REGULAR		
SPECIAL		
3RD PERIOD REGULAR		
SPECIAL		
4TH PERIOD REGULAR		
SPECIAL		
TOTALS		
OLD-AGE ANNTY	PERIOD	TO-DATE
1ST PERIOD		
2ND PERIOD		
3RD PERIOD		
4TH PERIOD		

THIS AMOUNT WILL NOT EXCEED \$5000.00

REG. U. S. PAT. OFF.

COMPENSATION RECORD

CHARLES HADLEY CO. PATENTING, INVESTING, AND FINANCIAL SERVICE
• USE APPROPRIATE SYMBOLS TO DESIGNATE REASONS FOR TIME LOST

STANDARD FORM CSBW PRINTED IN U.S.A.

COMPENSATION RECORD

CHARLES HADLEY O. PATTERSON

ST. 3-25-55 (10-15-55) NEW-555

STANDARD FORM 578

PRINTED IN U.S.A.

REG. & PAY. OFF. CHARGE AR. OFF. ST. 1-1-55

NAME **H. N. Wingo**
ADDRESS **Corcoran Calif**

COMPANY
EMPLOYEE NO.

EMPLOYEE NO. **452-18-5086**

DATE **6-21-00** PLACE **Canyon City Texas**
DATE OF BIRTH
DATE EMPLOYED
EMPLOYMENT CONTRACT
MADE IN STATE OF

PHONE
MALE ☒ FEMALE ☒ MAR. ☒ DIV. ☒
AGE **65** YEARS **1905** DATE
STEADY ☐ TEMPORARY ☐ PART ☐ FULL TIME ☐
WORK DONE IN STATE OF
WORK DONE IN DISTRICT
FULL TIME WEEKLY HOURS

LINE NO.	DATE PERIOD ENDS	WORKED		TIME LOST		SALARY OR WAGES		OTHER COMPENSATION		ALLOWANCES OR EXPENSES		TOTAL TAXABLE EARNINGS	DEDUCTIONS		TAX STATUS
		DAYS	HRS	TIME	* DNT	REP.	AMOUNT	REP.	AMOUNT	REP.	AMOUNT		UNEMP. INS.	CL. ALL. ANNUITY	
1	11-11						2320						23	23	SUBJECT TO STATE UNEMPLOYMENT INSURANCE? WHY EXEMPT? SUBJECT TO FEDERAL UNEMPLOYMENT INSURANCE? WHY EXEMPT? SUBJECT TO FEDERAL OLD AGE ANNUITY? WHY EXEMPT? IN CASE OF ACCIDENT NOTIFY: NAME ADDRESS PHONE RELATIONSHIP RATE CHANGES DATE TYPE OF WORK Rate Per D.A. & By
2	18						2520						23	25	
3	25						2320		756			19	23	25	
4	1-4						2065		100			19	21	25	
5	12-2						2740					26	27	25	
6	9						2320					23	23	25	
7	16						1680					15	17		
8	23						2835					26	28		
9	25						1300					24	10		
10	31						2520		23120			23	25		
11	1-38														TERMINATION OF EMPLOYMENT DATE REASON INELIGIBLE FOR UNEMPLOY COMPENSATION? REASON: RECOMMENDED FOR RE-EMPLOYMENT: YES-NO. DATE RE-EMPLOYED REGISTERED WITH PUBLIC EMPLOYMENT OFFICE DISTRICT CERTIFICATE NUMBER MEMO
12	1-6						1440					14	14		
13	14						2880					24	24		
14	20						2880					24	24		
15	27						3360					34	34		
16	2-3						3360					34	34		
17	10						3360					34	34		
18	17						3360					34	34		
19	24						3360		24			34	34		
20	3-3						3360					34	34		
21	10						3120					31	31		TAXABLE EARNINGS UNEMP. INS. OLD AGE ANNUITY 1ST QUARTER 2ND QUARTER 3RD QUARTER 4TH QUARTER TOTALS SUMMARY CURRENCY YEAR PRIOR YEARS TOTAL EARNINGS NO. OF WEEKS WORKED AVERAGE WEEKLY WAGE TOTAL HOURS WORKED AVERAGE WEEKLY HOURS HOURLY RATE EARNED UNEMPLOY INS. TAX DEDUCTED FED. OLD AGE TAX DEDUCTED
22	17						2240					22	22		
23	24						1600		30320			16	16		
24	7-7						3360					34	34		
25	14						3360					34	34		
26	21						3120					31	31		
27	28						3300		15200			34	34		
28	8-8						3600					36	36		
29	11						3360					34	34		
30	18						3120					31	31		
31	25						3360		26640			34	34		1ST QUARTER 2ND QUARTER 3RD QUARTER 4TH QUARTER TOTALS SUMMARY CURRENCY YEAR PRIOR YEARS TOTAL EARNINGS NO. OF WEEKS WORKED AVERAGE WEEKLY WAGE TOTAL HOURS WORKED AVERAGE WEEKLY HOURS HOURLY RATE EARNED UNEMPLOY INS. TAX DEDUCTED FED. OLD AGE TAX DEDUCTED
32	9-1						3600					36	36		
33	8						2400					24	24		
34	5						3120					31	31		
35	12						3360					34	34		
36	24						2280		41500			23	23		
37	10-6						1920					19	19		
38	13						3520					35	35		
39	20						3000					30	30		
40	27						2880		11320			29	29		
41	11-3						2560					26	26		TOTAL EARNINGS NO. OF WEEKS WORKED AVERAGE WEEKLY WAGE TOTAL HOURS WORKED AVERAGE WEEKLY HOURS HOURLY RATE EARNED UNEMPLOY INS. TAX DEDUCTED FED. OLD AGE TAX DEDUCTED
42	10						2880					29	29		
43	1-5						2560					26	26		
44	24						2920		21540			23	23		
45	12-1						2000					20	20		
46	8						840		24180			08	08		
47															
48															
49															
50															
51															
52															
53															

* USE APPROPRIATE SYMBOLS TO DESIGNATE TIME LOST

NAME **Evan C. Powell**
 ADDRESS **Lakeview Hotel, Corcoran Calif.**

Sheet **#3**

EMPLOYER
 S. S. ACCT. NO. **557-03-3793**

COMPANY
 OR CLOCK NO.

DATE EMPLOYED **8/23/36** OCCUPATION

DATE

PHONE
 CHANGE

SEPT. OF
 PLACE OF BIRTH
 MALE ☒ FEMALE ☐ MARRIED ☒ SINGLE ☐ COLOR

NO. OF
 DEPENDENTS
 FULL TIME
 TEMPORARY

3

8

DATE		TIME WORKED	TIME LOST	PAY-ROLL RECORD				TOTAL EARNINGS	DEDUCTIONS		TAX STATUS
PERIOD	PAID	DAYS	HOURS	DAYS	HOURS	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	IS THIS EMPLOYMENT EXEMPT FROM:
1935	1936										
1	6					1260	1260				STATE <input type="checkbox"/> REASON
2	7					1050					FED. <input type="checkbox"/> REASON
3	14					2905					FED. <input type="checkbox"/> REASON
4	21					2530					FED. <input type="checkbox"/> REASON
5	28					2730	9205				DATE OF BIRTH 12/23/00
6	4					2940					PLACE OF BIRTH Georgia
7	11					2870					AGE 36 DATE BECAME SS 1965
8	18					2870					EMPLOYMENT CONTRACT MADE IN STATE OF
9	25					2940	20825				WORK DONE IN STATE OF
10	1					2520					PLACE OF EMPLOYMENT
11	8					2730					IN CASE OF ACCIDENT NOTIFY
12	15					2940					NAME Mrs E. C. Powell
13	22					2940					ADDRESS Lakeview Hotel
14	29					2940	34845				Corcoran Calif.
15	6					2835					PHONE
16	13					2870					RELATIONSHIP Wife.
17	20					3045					RATE CHANGES
18	27					2940	11690				DATE
19	3					2520					TYPE OF WORK
20	10					2940					RATE PER
21	17					2870					DEBT
22	24					2135	22155				TERMINATION OF EMPLOYMENT
23	1					700	22855				DATE
24											REASON:
25											RECOMMENDED FOR RE-EMPLOYMENT, YES <input type="checkbox"/> NO <input type="checkbox"/>
26											DATE RE-EMPLOYED
27											DATE UNEMPLOYMENT COMPENSATION BEGAN
28											AMOUNT PER WEEK CHARGEABLE TO OUR ACCOUNT \$
29											ADDITIONAL MEMOS ON REVERSE <input type="checkbox"/>
30											TAXABLE EARNINGS
31											UNEMP. INS.
32											MONEY
33											OTHER
34											1ST PERIOD
35											REGULAR
36											SPECIAL
37											2ND PERIOD
38											REGULAR
39											SPECIAL
40											3RD PERIOD
41											REGULAR
42											SPECIAL
43											4TH PERIOD
44											REGULAR
45											SPECIAL
46											TOTALS
47											OLD-AGE ANNTY
48											PERIOD
49											TO-DATE
50											1ST PERIOD
51											2ND PERIOD
52											3RD PERIOD
53											4TH PERIOD
54											THIS AMOUNT WILL NOT EXCEED \$5000.00

REG. U. S. PAT. OFF.

STANDARD FORM 686W PRINTED IN U.S.A.
 CHASLER HADLEY CO., PATENT OFFICE, 135 N. 4TH ST., ST. LOUIS, MO.
 USE APPROPRIATE SYMBOLS TO DESIGNATE REASONS FOR TIME LOST

STANDARD FORM 686W PRINTED IN U.S.A.
 CHASLER HADLEY CO., PATENT OFFICE, 135 N. 4TH ST., ST. LOUIS, MO.
 USE APPROPRIATE SYMBOLS TO DESIGNATE REASONS FOR TIME LOST



COMPENSATION RECORD

CHARLES H. WADLEY & PATTERSON

STANDARD FORM C38

PRINTED IN U.S.A.

REQUIRE PAY OFF. STANDARD COMPENSATION RECORD

NAME *W. R. Johnston*
 ADDRESS *Concoran Calif - Box 52*
 CHANGE
 DATE OF BIRTH *10-23-13* PLACE OF BIRTH *Colman Tex*
 EMPLOYED *9-23* OCCUPATION
 EMPLOYMENT CONTRACT
 MADE IN STATE OF

COMPANY
 EMPLOYEE NO.

EMPLOYEE
 S.S. ACCT NO. *572-01-4249*

PHONE
 CHANGE
 NO. OF DEPENDENTS
 MALE ☒ FEMALE ☐ MARRIED ☐ S. HOLE ☐
 AGE *23* BECOMES SS *1978* YEARS IN STATE
 FULL PART
 STEADY ☐ TEMPORARY ☐ TIME ☐ DEPT
 WORK DONE IN DISTRICT
 FULL-TIME WEEKLY HOURS

LINE NO.	DATE PERIOD ENDS	WORKED		TIME LOST		PAY-ROLL RECORD						TOTAL TAXABLE EARNINGS	DEDUCTIONS				TAX STATUS
		DAYS	HRS.	TIME	NAT	SALARY OR WAGES		OTHER COMPENSATION		ALLOWANCES OR EXPENSES			UNEMP. INS.	OLD-AGE ANNUITY			
						REF.	AMOUNT	REF.	AMOUNT	REF.	AMOUNT					%	
1	9-23						245		245			02	02	02		SUBJECT TO STATE UNEMPLOYMENT INSURANCE?	
2	30						2660		2905			91	24	27	29	WHY EXEMPT?	
3	10-7						2040						25	26		SUBJECT TO FEDERAL UNEMPLOYMENT INSURANCE?	
4	14						2905						26	29		WHY EXEMPT?	
5	21						2695						24	27		SUBJECT TO FEDERAL OLD-AGE ANNUITY?	
6	28						3080		1127		101	28	31	113		WHY EXEMPT?	
7	11-4						2870						26	29		IN CASE OF ACCIDENT NOTIFY:	
8	11						2695						24	27		NAME <i>R. G. Johnston</i>	
9	18						2695						24	27		ADDRESS <i>Funak Texas</i>	
10	25						2660		22190		199	24	27	223		PHONE	
11	12-2						3010						27	30		RELATIONSHIP	
12	9						3115						28	31			
13	16						2275						20	23		RATE CHANGES	
14	23						2695						24	27		DATE	
15	30						1000						09	10		TYPE OF WORK	
16	31						2380		36665				21	24		Rate Per	
17	1-28															REG.	
18	1-6						1840						19	19			
19	14						2310						23	23		TERMINATION OF EMPLOYMENT	
20	20						2340						23	23		DATE	
21	27						2600						27	27		REASON:	
22	2-3						385		9590				02	04		INELIGIBLE FOR UNEMPLOY. COMPENSATION?	
23	10-27						1575		1535				16	16		REASON:	
24	11-3						2100						21	21			
25	10						2520						25	25		RECOMMENDED FOR RE-EMPLOYMENT: YES-NO	
26	17						2415		2612				24	24		DATE RE-EMPLOYED	
27																REGISTERED WITH PUBLIC EMPLOYMENT OFFICE	
28																DISTRICT CERTIFICATE NUMBER	
29																MEMO.	
30																	
31																	
32																	
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50																	
51																	
52																	
53																	
54																	

NAME Lawrence Galvan

Sher 12

EMPLOYEE
S. S. ACCT. NO. 568-09-8063COMPANY
OR CLOCK NO

ADDRESS

ADDRESS
CHANGEDATE
EMPLOYED

2/27/37

OCCUPATION

RATE

PER

FULL TIME
WEEKLY HOURSFULL TIME
EARNINGSSTEADY
TEMPORARYNO. OF
DEPENDENTSFULL TIME
PART-TIME

DATE		TIME WORKED	TIME LOST	PAY-ROLL RECORD				TOTAL EARNINGS	DEDUCTIONS		TAX STATUS		
PERIOD ENDS	PAID 15	DAYS	HOURS	RATE	REG.	WRT.	REF.	AMOUNT	REF.	AMOUNT	REF.	AMOUNT	
1	1	6						2530				25	25
2	1	14						3100				32	32
3	1	30						2940				29	29
4	1	27						2730				27	27
5	2	3						2940				29	29
6	2	10						3100				32	32
7	2	17						2940				29	29
8	2	24						2730	23100			27	27
9	3	3						2940				29	29
10	3	10						3150				32	32
11	3	17						420	29100			04	04
12	5	5						1680				17	17
13	5	12						2940				29	29
14	5	19						1890	6100			19	19
15	7	7						2940				29	29
16	7	14						2940				29	29
17	7	21						2730				27	27
18	7	28						2940	11550			29	29
19	8	4						3150				32	32
20	8	11						2940				29	29
21	8	18						2730				27	27
22	8	25						2940	20010			29	29
23	9	1						3150				32	32
24	9	8						2940				29	29
25	9	15						2730				27	27
26	9	22						2520				25	25
27	9	29						2310	30400			23	23
28	10	20						2205				22	22
29	10	27						920				19	19
30	11	3						3360				34	34
31	11	10						3600				36	36
32	11	17						1920	13005			19	19
33	11	24						480				05	05
34	11	31						3360	3040			34	34
35	12	7						960				10	10
36	12	14						1440				14	14
37	12	21						1200				12	12
38	12	28						800	800			08	08
39	1	4						1920				19	19

IS THIS EMPLOYMENT EXEMPT FROM
STATE U I REASON
FED U I REASON
FED O A REASON

DATE OF BIRTH 10/3/19
PLACE OF BIRTH Juarez Mexico

AGE DATE BECAME SS 1984

EMPLOYMENT CONTRACT
MADE IN STATE OF
WORK DONE IN
STATE OF
PLACE OF
EMPLOYMENT

IN CASE OF ACCIDENT NOTIFY

NAME
ADDRESS

PHONE

RELATIONSHIP

RATE CHANGES

DATE	TYPE OF WORK	RATE PER	PER DAY

TERMINATION OF EMPLOYMENT

DATE
REASON

RECOMMENDED FOR
RE-EMPLOYMENT: YES ☐ NO ☐

DATE RE EMPLOYED

DATE UNEMPLOYMENT
COMPENSATION BEGAN

AMOUNT PER WEEK
CHARGEABLE TO OUR ACCOUNT

ADDITIONAL MEMOS ON REVERSE ☐

TAXABLE EARNINGS

UNEMP. INS.	MONEY	OTHER
1ST PERIOD REGULAR		
SPECIAL END PERIOD REGULAR		
SPECIAL END PERIOD REGULAR		
SPECIAL 4TH PERIOD REGULAR		
SPECIAL		
TOTALS		
OLD-AGE ANNTY	PERIOD	TO-DATE
1ST PERIOD		
2ND PERIOD		
3RD PERIOD		
4TH PERIOD		

THIS AMOUNT WILL NOT EXCEED \$5000.00

COMPENSATION RECORD

CHARLES HADLEY CO. - PATENTERS AND DESIGNERS OF THE "COMPENSATION RECORD" SYSTEM
USE APPROPRIATE SYMBOLS TO DESIGNATE REASONS FOR TIME LOST

STANDARD FORM C89W PRINTED IN U.S.A.

REG. U. S. PAT. OFF.

NAME Stephen J. Griffin

Sheet #2

EMPLOYEE
S. S. ACCT. NO.

559-05-4991

COMPANY
OR CLOCK NO

ADDRESS

ADDRESS
CHANGE

DATE EMPLOYED July 1933

OCCUPATION

RATE \$

PHONE

PHONE
CHANGEDEPT OR
PLACE OF WORKMALE ☒ FEMALE ☐ MARRIED ☒ SINGLE ☐ COLORNO OF
DEPENDENTS

7

STEADY
EMPLOYMENTFULL TIME
PART TIME☐

DATE	TIME WORKED	TIME LOST	PAY-ROLL RECORD				TOTAL EARNINGS	DEDUCTIONS		TAX STATUS
			PERIOD	PAID	DATE	AMOUNT		UNEMP	OLD-AGE	
1	8 11									IS THIS EMPLOYMENT EXEMPT FROM? STATE U I <input type="checkbox"/> REASON FED U I <input type="checkbox"/> REASON FED O A <input type="checkbox"/> REASON
2	10 13									
3	20									DATE OF BIRTH 10/19/91 PLACE OF BIRTH Missouri
4	27									
5	11 3									AGE 28 DATE BECAME 22 1956
6	10									
7	17									EMPLOYMENT CONTRACT MADE IN STATE OF WORK DONE IN STATE OF PLACE OF EMPLOYMENT
8										
9										IN CASE OF ACCIDENT NOTIFY NAME Lulu Griffin ADDRESS 1340 Kings Ave Corcoran Calif. PHONE RELATIONSHIP Wife.
10										
11										RATE CHANGES DATE TYPE OF WORK RATE PER DES BY
12										
13										TERMINATION OF EMPLOYMENT DATE REASON: RECOMMENDED FOR RE-EMPLOYMENT: YES <input type="checkbox"/> NO <input type="checkbox"/> DATE RE-EMPLOYED
14										
15										DATE UNEMPLOYMENT COMPENSATION BEGAN AMOUNT PER WEEK CHARGEABLE TO OUR ACCOUNT \$
16										
17										ADDITIONAL MEMOS ON REVERSE <input type="checkbox"/>
18										
19										TAXABLE EARNINGS UNEMP INS. MONEY OTHER
20										
21										1ST PERIOD REGULAR
22										
23										SPECIAL 2ND PERIOD REGULAR
24										
25										SPECIAL 3RD PERIOD REGULAR
26										
27										SPECIAL 4TH PERIOD REGULAR
28										
29										SPECIAL
30										
31										TOTALS
32										OLD-AGE ANN'TY PERIOD TO-DATE †
33										1ST PERIOD
34										2ND PERIOD
35										3RD PERIOD
36										4TH PERIOD
37										† THIS AMOUNT WILL NOT EXCEED \$5000.00

COMPENSATION RECORD

CHARLES E. HARTLEY CO., PRINTERS, 1000 N. 1ST ST., ST. LOUIS, MO. 63102. PRINTED IN U.S.A.
USE APPROPRIATE SYMBOLS TO DESIGNATE REASONS FOR TIME LOST

STANDARD FORM 634W

PRINTED IN U.S.A.

REG. U.S. PAT. OFF.

NAME Ygnacio Galvan
ADDRESS Corcoran California

Sheet #2

EMPLOYEE S. S. ACCT NO. 559-05-4989

COMPANY OR CLOCK NO

ADDRESS CHANGE

DATE EMPLOYED 10/ /29 OCCUPATION

RATE \$

PER

FULL TIME WEEKLY HOURS

FULL TIME EARNINGS \$

STADY TEMPORARY

NO OF DEPENDENTS

FULL TIME PART TIME

PAY-ROLL RECORD										DEDUCTIONS					
DATE		TIME WORKED		TIME LOST		SALARY OR WAGES				TOTAL EARNINGS		UNEMP. INS.		DOLAR AMT	
PERIOD ENDS	PAID	DAYS	HOURS	DAYS	HRS	WHY	REF	AMOUNT	REF	AMOUNT	REF	AMOUNT	%	%	%
10	38														
1	6							2320					23	23	
2	14							2440					24	24	
3	20							2440					24	24	
4	27							2440					24	24	
5	3							2440					24	24	
6	10							2440					24	24	
7	17							2440					24	24	
8	24							2440					24	24	
9	3							2440					24	24	
10	10							2625					26	26	
11	17							2345					23	23	
12	24							2310					23	23	
13	31							2310					23	23	
14	4							2345					23	23	
15	14							2310					23	23	
16	21							2660					27	27	
17	28							2310					23	23	
18	5							2450					25	25	
19	12							2440					24	24	
20	19							2450					25	25	
21	26							2310					23	23	
22	6							2310					23	23	
23	9							1435					14	14	
24	16							2310					23	23	
25	23							1925					19	19	
26	30							1785					18	18	
27	7							3080					31	31	
28	14							2440					24	24	
29	21							2835					28	28	
30	28							2440					24	24	
31	8							3150					32	32	
32	11							2440					24	24	
33	18							2730					27	27	
34	25							2440					24	24	
35	9							3150					32	32	
36	8							2440					24	24	
37	15							2730					27	27	
38	22							2440					24	24	
39	29							2870					28	28	
40	10							2640					26	26	
41	13							2310					23	23	
42	27							2800					28	28	
43	11							3360					34	34	
44	10							3600					36	36	
45	17							2720					27	27	
46	24							2840					28	28	
47	12							2760					28	28	
48	8							2800					28	28	
49	15							3320					33	33	
50	22							3040					30	30	
51	25							2500					-	-	
52	31							2200					32	32	

IS THIS EMPLOYMENT EXEMPT FROM

STATE U I ☐ REASON
FED U I ☐ REASON
FED O A ☐ REASON

DATE OF BIRTH 7/3/07
PLACE OF BIRTH Chili, Mexico

AGE DATE BECAME SS 1973

EMPLOYMENT CONTRACT MADE IN STATE OF
WORK DONE IN STATE OF
PLACE OF EMPLOYMENT

IN CASE OF ACCIDENT NOTIFY
NAME Faustino Galvon
ADDRESS Boswell Ranch
Corcoran California

PHONE
RELATIONSHIP Father

RATE CHANGES

DATE	TYPE OF WORK	RATE PER	DEBY

TERMINATION OF EMPLOYMENT

DATE

REASON:

RECOMMENDED FOR RE-EMPLOYMENT YES ☐ NO ☐

DATE RE-EMPLOYED

DATE UNEMPLOYMENT COMPENSATION BEGAN
AMOUNT PER WEEK CHARGEABLE TO OUR ACCOUNT \$

ADDITIONAL MEMOS ON REVERSE ☐

TAXABLE EARNINGS

UNEMP. INS.	MONEY	OTHER
1ST PERIOD REGULAR		
SPECIAL		
2ND PERIOD REGULAR		
SPECIAL		
3RD PERIOD REGULAR		
SPECIAL		
4TH PERIOD REGULAR		
SPECIAL		
TOTALS		
OLD-AGE ANNTY	PERIOD	TO-DATE
1ST PERIOD		
2ND PERIOD		
3RD PERIOD		
4TH PERIOD		

† THIS AMOUNT WILL NOT EXCEED \$5000.00

COMPENSATION RECORD

STANDARD FORM 685W PRINTED IN U.S.A.
CHARLES HOLT CO., PITTSBURGH, PA. 15222-1500
USE APPROPRIATE SYMBOLS TO DESIGNATE REASONS FOR TIME LOST

REG. U.S. PAT. OFF.

COMPENSATION RECORD

STANDARD FORM CSBW PRINTED IN U.S.A. CHARLES HADLEY CO. PATENTED IN U.S.A. AND FOREIGN COUNTRIES. 1944
 B USE APPROPRIATE SYMBOLS TO DESIGNATE REASONS FOR TIME LOST

REG. U.S. PAT. OFF.

NAME *Ignacio Galvan*

ADDRESS

ADDRESS CHANGE

DATE EMPLOYED *10-29* OCCUPATION

RATE \$

EMPLOYEE S. S. ACCT. NO. *554-05-4984* OR CLOCK NO. *442 #3*

DEPT. OR PLACE OF WORK

MALE ☒ FEMALE ☐ MARRIED ☒ SINGLE ☐ COLOR

NO. OF DEPENDENTS

FULL TIME WEEKLY HOURS

FULL TIME EARNINGS \$

STEADY TEMPORARY ☐ FULL TIME PART TIME ☐

LINE	DATE	TIME WORKED	TIME LOST	PAY-ROLL RECORD			TOTAL EARNINGS	DEDUCTIONS		TAX STATUS																																																																	
				REF	AMOUNT	REF		AMOUNT	UNEMP. INS.		OLD-AGE ANNTY																																																																
1	<i>1-7</i>				<i>1680</i>			<i>17</i>	<i>17</i>	<p>IS THIS EMPLOYMENT EXEMPT FROM:</p> <p>STATE U. I. <input type="checkbox"/> REASON</p> <p>FED U. I. <input type="checkbox"/> REASON</p> <p>FED D. A. <input type="checkbox"/> REASON</p> <p>DATE OF BIRTH <i>7-3-07</i></p> <p>PLACE OF BIRTH <i>Mexico</i></p> <p>AGE DATE BECAME SS <i>1973</i></p> <p>EMPLOYMENT CONTRACT MADE IN STATE OF</p> <p>WORK DONE IN STATE OF <i>Calif</i></p> <p>PLACE OF EMPLOYMENT <i>Porter</i></p> <p>IN CASE OF ACCIDENT NOTIFY:</p> <p>NAME</p> <p>ADDRESS</p> <p>PHONE</p> <p>RELATIONSHIP</p> <p>RATE CHANGES</p> <table border="1"> <thead> <tr> <th>DATE</th> <th>TYPE OF WORK</th> <th>RATE PER</th> <th>REASON</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>TERMINATION OF EMPLOYMENT</p> <p>DATE</p> <p>REASON</p> <p>RECOMMENDED FOR RE-EMPLOYMENT YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>DATE RE EMPLOYED</p> <p>DATE UNEMPLOYMENT COMPENSATION BEGAN</p> <p>AMOUNT PER WEEK CHARGEABLE TO OUR ACCOUNT \$</p> <p>ADDITIONAL REMARKS ON REVERSE <input type="checkbox"/></p> <p>TAXABLE EARNINGS</p> <table border="1"> <thead> <tr> <th>UNEMP. INS.</th> <th>MONEY</th> <th>OTHER</th> </tr> </thead> <tbody> <tr><td>1ST PERIOD REGULAR</td><td> </td><td> </td></tr> <tr><td>SPECIAL</td><td> </td><td> </td></tr> <tr><td>2ND PERIOD REGULAR</td><td> </td><td> </td></tr> <tr><td>SPECIAL</td><td> </td><td> </td></tr> <tr><td>3RD PERIOD REGULAR</td><td> </td><td> </td></tr> <tr><td>SPECIAL</td><td> </td><td> </td></tr> <tr><td>4TH PERIOD REGULAR</td><td> </td><td> </td></tr> <tr><td>SPECIAL</td><td> </td><td> </td></tr> <tr><td>TOTALS</td><td> </td><td> </td></tr> <tr><td>OLD-AGE ANNTY</td><td>PERIOD</td><td>TO-DATE</td></tr> <tr><td>1ST PERIOD</td><td> </td><td> </td></tr> <tr><td>2ND PERIOD</td><td> </td><td> </td></tr> <tr><td>3RD PERIOD</td><td> </td><td> </td></tr> <tr><td>4TH PERIOD</td><td> </td><td> </td></tr> </tbody> </table> <p>↑ THIS AMOUNT WILL NOT EXCEED \$3000.00</p>	DATE	TYPE OF WORK	RATE PER	REASON																	UNEMP. INS.	MONEY	OTHER	1ST PERIOD REGULAR			SPECIAL			2ND PERIOD REGULAR			SPECIAL			3RD PERIOD REGULAR			SPECIAL			4TH PERIOD REGULAR			SPECIAL			TOTALS			OLD-AGE ANNTY	PERIOD	TO-DATE	1ST PERIOD			2ND PERIOD			3RD PERIOD			4TH PERIOD		
DATE	TYPE OF WORK	RATE PER	REASON																																																																								
UNEMP. INS.	MONEY	OTHER																																																																									
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3RD PERIOD																																																																											
4TH PERIOD																																																																											
2	<i>14</i>				<i>3360</i>			<i>34</i>	<i>34</i>																																																																		
3	<i>21</i>				<i>2400</i>			<i>24</i>	<i>24</i>																																																																		
4	<i>28</i>				<i>2520</i>		<i>1100</i>	<i>25</i>	<i>25</i>																																																																		
5	<i>2-2</i>				<i>2400</i>			<i>24</i>	<i>24</i>																																																																		
6	<i>9</i>				<i>2400</i>			<i>24</i>	<i>24</i>																																																																		
7	<i>0</i>				<i>2400</i>			<i>24</i>	<i>24</i>																																																																		
8	<i>23</i>				<i>2640</i>		<i>11800</i>	<i>26</i>	<i>26</i>																																																																		
9	<i>3-4</i>				<i>2520</i>			<i>25</i>	<i>25</i>																																																																		
10	<i>11</i>				<i>3120</i>			<i>31</i>	<i>31</i>																																																																		
11	<i>8</i>				<i>2400</i>			<i>24</i>	<i>24</i>																																																																		
12	<i>5</i>				<i>2400</i>			<i>24</i>	<i>24</i>																																																																		
13	<i>31</i>				<i>2400</i>		<i>3640</i>	<i>24</i>	<i>24</i>																																																																		
14	<i>7-8</i>				<i>2400</i>			<i>24</i>	<i>24</i>																																																																		
15	<i>5</i>				<i>2400</i>			<i>24</i>	<i>24</i>																																																																		
16	<i>22</i>				<i>2400</i>			<i>24</i>	<i>24</i>																																																																		
17	<i>29</i>				<i>2440</i>		<i>1600</i>	<i>24</i>	<i>24</i>																																																																		
18	<i>5-6</i>				<i>3000</i>			<i>30</i>	<i>30</i>																																																																		

NAME **M. Escobedo**
ADDRESS **Corcoran Calif.**

Sheet 73

EMPLOYEE
S. S. ACCT. NO. **548-09-2673**

COMPANY
OR CLOCK NO.

DATE EMPLOYED **1/9/36** OCCUPATION

RATE \$

PER

FULL TIME

WEEKLY HOURS

DEPT OR
PLACE OF WORK
MALE ☒ FEMALE ☐ MARRIED ☒ SINGLE ☐ COLOR

FULL TIME

EARNINGS \$

STADY

TEMPORARY

NO. OF
DEPENDENTS **5**

FULL TIME

PART TIME

DATE		TIME WORKED	TIME LOST	PAY-ROLL RECORD		TOTAL EARNINGS		DEDUCTIONS		TAX STATUS
PERIOD	PAID			SALARY OR WAGES						IS THIS EMPLOYMENT EXEMPT FROM:
19	19	DAYS	HOURS	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT	
1	6				23.90				25	25
2	14				31.50				32	32
3	20				29.40				29	29
4	27				27.30				27	27
5	3				29.40				29	29
6	10				28.30				28	28
7	17				8.40				08	08
8	24				27.30	206.85			27	27
9	33				29.40				29	29
10	10				31.50				32	32
11	17				4.20	271.95			04	04
12	5				16.80				17	17
13	12				29.40				29	29
14	19				18.90	65.10			19	19
15	7				29.40				29	29
16	14				29.40				29	29
17	21				27.30				27	27
18	28				12.60	98.10			13	13
19	4				29.40				29	29
20	11				29.40				29	29
21	18				27.30				27	27
22	25				29.40	214.20			29	29
23	1				31.50				32	32
24	8				25.20				25	25
25	15				23.10				23	23
26	22				25.20				25	25
27	29				23.10	342.30			23	23
28	10				19.20	11.20			19	19
29	17				33.60				34	34
30	24				36.00				36	36
31	31				19.20	1.20			19	19
32	7				4.80				05	05
33	14				33.60	58.40			34	34
34	21				14.40	52.80			14	14
35	28				9.60				10	10
36	4				14.40				14	14
37	11				12.00				12	12
38	18				8.00	46.60			08	08
39	25				19.20				19	19
40	1									
41										
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56										
57										

STATS
U I ☐ REASON
FED U I ☐ REASON
FED O A ☐ REASON

DATE OF BIRTH **5/26/06**
PLACE OF BIRTH **Calereia, Mexico**

AGE **1971**
DATE BECAME SS

EMPLOYMENT CONTRACT
MADE IN STATE OF
WORK DONE IN
STATE OF
PLACE OF
EMPLOYMENT

IN CASE OF ACCIDENT NOTIFY
NAME **Mrs. Soledad Escobedo**
ADDRESS **Boswell Ranch Camp
Corcoran Calif.**

PHONE
RELATIONSHIP **Wife**

RATE CHANGES

DATE	TYPE OF WORK	RATE PER	DEB BY

TERMINATION OF EMPLOYMENT

DATE
REASON:

RECOMMENDED FOR
RE-EMPLOYMENT: YES ☐ NO ☐

DATE RE-EMPLOYED

DATE UNEMPLOYMENT
COMPENSATION BEGAN
AMOUNT PER WEEK
CHARGEABLE TO OUR ACCOUNT \$

ADDITIONAL MEMOS ON REVERSE ☐

TAXABLE EARNINGS

UNEMP. INS.	MONEY	OTHER
1ST PERIOD REGULAR		
SPECIAL		
2ND PERIOD REGULAR		
SPECIAL		
3RD PERIOD REGULAR		
SPECIAL		
4TH PERIOD REGULAR		
SPECIAL		
TOTALS		
OLD-AGE ANN'TY	PERIOD	TO-DATE ↑
1ST PERIOD		
2ND PERIOD		
3RD PERIOD		
4TH PERIOD		

↑ THIS AMOUNT WILL NOT EXCEED \$2000.00

COMPENSATION RECORD

STANDARD FORM 650W PRINTED IN U.S.A.
CHARLES KADLEY CO. PATENTED IN U.S. & FOREIGN COUNTRIES
USE APPROPRIATE SYMBOLS TO DESIGNATE REASONS FOR TIME LOST

REG. U.S. PAT. OFF.

NAME V. C. Galvan

Sheet #2

EMPLOYEE
S. S. ACCT. NO. 546-09-2662COMPANY
OR CLOCK NO.

ADDRESS

ADDRESS
CHANGE

DATE EMPLOYED 9/15/36

OCCUPATION

RATE \$

PER

FULL TIME
WEEKLY HOURSFULL TIME
EARNINGS \$STEADY
TEMPORARYNO. OF
DEPENDENTSFULL TIME
PART-TIME

DATE		TIME WORKED		TIME LOST		PAY-ROLL RECORD				TOTAL EARNINGS		DEDUCTIONS		TAX STATUS	
PERIOD	PAID	DAYS	HOURS	DAYS	HOURS	SEP	AMOUNT	SEP	AMOUNT	SEP	AMOUNT	SEMP	%	OLD-AGE	%
1	38						1000					11	11		
2	20						2100					21	21		
3	27						2730					27	27		
4	23						2940					29	29		
5	10						3150					32	32		
6	17						420					04	04		
7	24						420	12	12			04	04		
8	7						2940					29	29		
9	14						2100					21	21		
10	21						1050					11	11		
11	28						2940	90	30			29	29		
12	8						3150					32	32		
13	11						1260					13	13		
14	25						4620	150	60			46	46		
15	9						3150					32	32		
16	8						2940					29	29		
17	15						2730					27	27		
18	22						2520					25	25		
19	29						1890	31	20			19	19		
20	10						1920					19	19		
21	11						3360					34	34		
22	10						3120					31	31		
23	17						1920	163	20			19	19		
24	7	1939					480					05	05		
25	14						2880	336	00			29	29		
26	23						1440	480	00			14	14		
27	3						1800					18	18		
28	11						1440					14	14		
29	18						1200					12	12		
30	25						800	1	00			08	08		
31	6						1920					19	19		

STATE U I ☐ REASON
 FED U I ☐ REASON
 FED O A ☐ REASON

DATE OF BIRTH 1906
 PLACE OF BIRTH Strong City Kansas

AGE DATE BORN 1973

EMPLOYMENT CONTRACT
 MADE IN STATE OF
 WORK DONE IN
 STATE OF
 PLACE OF
 EMPLOYMENT

IN CASE OF ACCIDENT NOTIFY
 NAME Mrs. Mary Caudillo
 ADDRESS Corcoran Calif

PHONE
 RELATIONSHIP Mother.

RATE CHANGES			
DATE	TYPE OF WORK	RATE PER	DEB

TERMINATION OF EMPLOYMENT
 DATE
 REASON:
 RECOMMENDED FOR
 RE-EMPLOYMENT: YES ☐ NO ☐
 DATE RE-EMPLOYED

DATE UNEMPLOYMENT
 COMPENSATION BEGAN
 AMOUNT PER WEEK
 CHARGEABLE TO OUR ACCOUNT \$

ADDITIONAL MEMOS ON REVERSE ☐

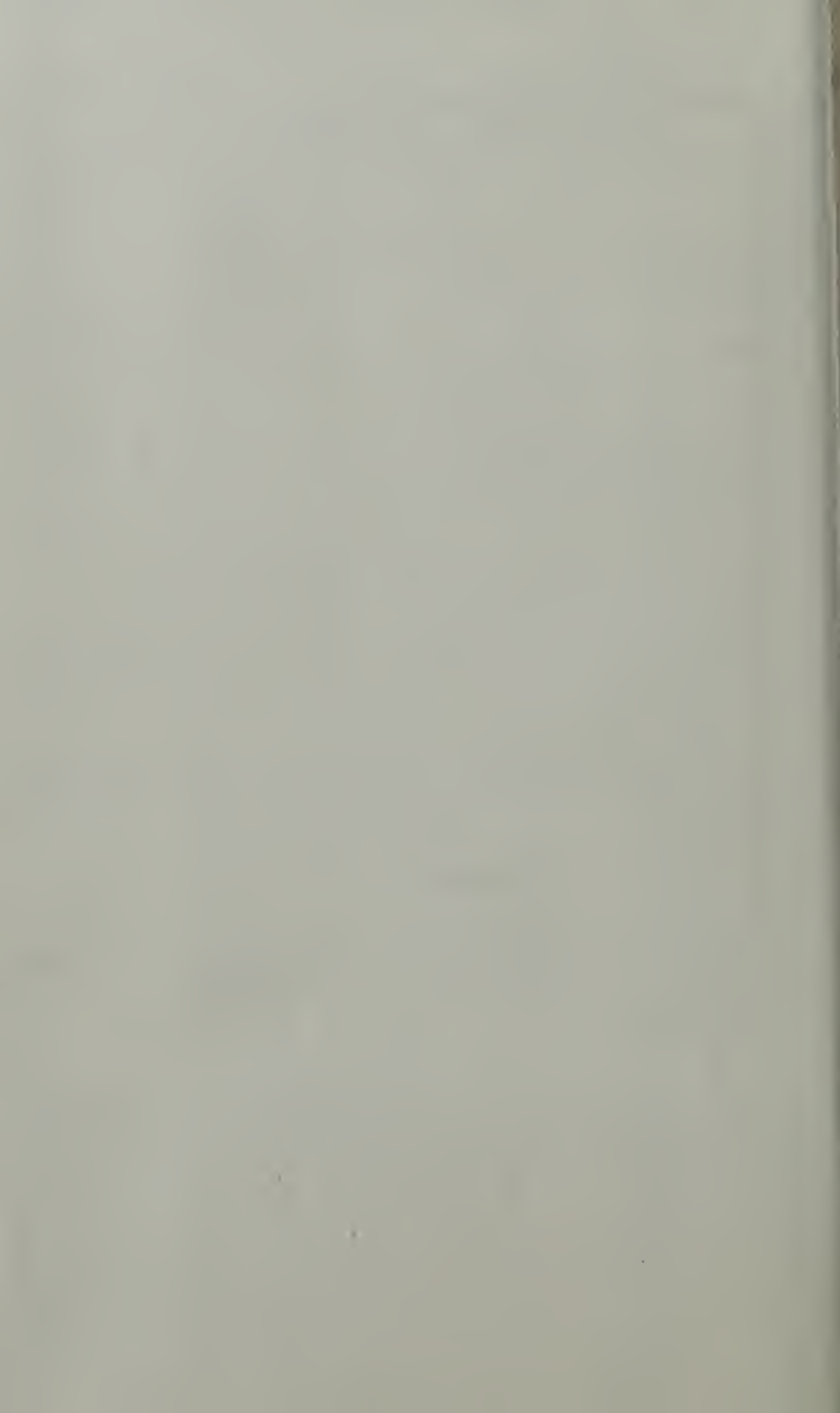
TAXABLE EARNINGS			
UNEMP. INS.	MONEY	OTHER	
1ST PERIOD REGULAR			
SPECIAL			
2ND PERIOD REGULAR			
SPECIAL			
3RD PERIOD REGULAR			
SPECIAL			
4TH PERIOD REGULAR			
SPECIAL			
TOTALS			
OLD-AGE ANNTY	PERIOD	TO-DATE	
1ST PERIOD			
2ND PERIOD			
3RD PERIOD			
4TH PERIOD			

† THIS AMOUNT WILL NOT BE OVER \$2000.00

COMPENSATION RECORD

STANDARD FORM CSBW PRINTED IN U.S.A.
 CHASLER HADLEY CO. PRINTERS
 USE APPROPRIATE SYMBOLS TO DESIGNATE REASONS FOR TIME LOST

REG. U. S. PAT. OFF.



NAME **Pete Galvan**
 ADDRESS **Box 4 Co. Corcoran California.**

Sheet #2

EMPLOYEE S. S. ACCT. NO. **559-05-4990**

COMPANY OR CLOCK NO.

2

DATE EMPLOYED **1/10/36**

OCCUPATION

RATE

PER

PULL TIME WEEKLY HOURS

PULL TIME EARNINGS

STEADY TEMPORARY

NO OF DEPENDENTS

PULL TIME PART TIME

1

COMPENSATION RECORD

RED U.S. PAT OFF.

CHARLES HOLLEY CO. PATENT OFFERS. INSTRUCTIONS AND REASONS FOR TIME LOST

STANDARD FORM C85W PRINTED IN U.S.A. USE APPROPRIATE SYMBOLS TO DESIGNATE REASONS FOR TIME LOST

DATE	PERIOD	PAID	TIME WORKED	TIME LOST	SALARY OR WAGES	TOTAL EARNINGS	DEDUCTIONS	TAX STATUS
DATE	PERIOD	PAID	TIME WORKED	TIME LOST	SALARY OR WAGES	TOTAL EARNINGS	DEDUCTIONS	TAX STATUS
DATE	PERIOD	PAID	TIME WORKED	TIME LOST	SALARY OR WAGES	TOTAL EARNINGS	DEDUCTIONS	TAX STATUS
1/10/36	1	38						
1/11/36	2	3						
1/12/36	3	10						
1/13/36	4	17						
1/14/36	5	24						
1/15/36	6	31						
1/16/36	7	38						
1/17/36	8	45						
1/18/36	9	52						
1/19/36	10	59						
1/20/36	11	66						
1/21/36	12	73						
1/22/36	13	80						
1/23/36	14	87						
1/24/36	15	94						
1/25/36	16	101						
1/26/36	17	108						
1/27/36	18	115						
1/28/36	19	122						
1/29/36	20	129						
1/30/36	21	136						
1/31/36	22	143						
2/1/36	23	150						
2/2/36	24	157						
2/3/36	25	164						
2/4/36	26	171						
2/5/36	27	178						
2/6/36	28	185						
2/7/36	29	192						
2/8/36	30	199						
2/9/36	31	206						
2/10/36	32	213						
2/11/36	33	220						
2/12/36	34	227						
2/13/36	35	234						
2/14/36	36	241						
2/15/36	37	248						
2/16/36	38	255						
2/17/36	39	262						
2/18/36	40	269						
2/19/36	41	276						
2/20/36	42	283						
2/21/36	43	290						
2/22/36	44	297						
2/23/36	45	304						
2/24/36	46	311						
2/25/36	47	318						
2/26/36	48	325						
2/27/36	49	332						
2/28/36	50	339						
2/29/36	51	346						
2/30/36	52	353						
3/1/36	53	360						
3/2/36	54	367						
3/3/36	55	374						
3/4/36	56	381						
3/5/36	57	388						
3/6/36	58	395						
3/7/36	59	402						
3/8/36	60	409						
3/9/36	61	416						
3/10/36	62	423						
3/11/36	63	430						
3/12/36	64	437						
3/13/36	65	444						
3/14/36	66	451						
3/15/36	67	458						
3/16/36	68	465						
3/17/36	69	472						
3/18/36	70	479						
3/19/36	71	486						
3/20/36	72	493						
3/21/36	73	500						
3/22/36	74	507						
3/23/36	75	514						
3/24/36	76	521						
3/25/36	77	528						
3/26/36	78	535						
3/27/36	79	542						
3/28/36	80	549						
3/29/36	81	556						
3/30/36	82	563						
3/31/36	83	570						
4/1/36	84	577						
4/2/36	85	584						
4/3/36	86	591						
4/4/36	87	598						
4/5/36	88	605						
4/6/36	89	612						
4/7/36	90	619						
4/8/36	91	626						
4/9/36	92	633						
4/10/36	93	640						
4/11/36	94	647						
4/12/36	95	654						
4/13/36	96	661						
4/14/36	97	668						
4/15/36	98	675						
4/16/36	99	682						
4/17/36	100	689						
4/18/36	101	696						
4/19/36	102	703						
4/20/36	103	710						
4/21/36	104	717						
4/22/36	105	724						
4/23/36	106	731						
4/24/36	107	738						
4/25/36	108	745						
4/26/36	109	752						
4/27/36	110	759						
4/28/36	111	766						
4/29/36	112	773						
4/30/36	113	780						
5/1/36	114	787						
5/2/36	115	794						
5/3/36	116	801						
5/4/36	117	808						
5/5/36	118	815						
5/6/36	119	822						
5/7/36	120	829						
5/8/36	121	836						
5/9/36	122	843						
5/10/36	123	850						
5/11/36	124	857						
5/12/36	125	864						
5/13/36	126	871						
5/14/36	127	878						
5/15/36	128	885						
5/16/36	129	892						
5/17/36	130	899						
5/18/36	131	906						
5/19/36	132	913						
5/20/36	133	920						
5/21/36	134	927						
5/22/36	135	934						
5/23/36	136	941						
5/24/36	137	948						
5/25/36	138	955						
5/26/36	139	962						
5/27/36	140	969						
5/28/36	141	976						
5/29/36	142	983						
5/30/36	143	990						
5/31/36	144	997						
6/1/36	145	1004						
6/2/36	146	1011						
6/3/36	147	1018						
6/4/36	148	1025						
6/5/36	149	1032						
6/6/36	150	1039						
6/7/36	151	1046						
6/8/36	152	1053						
6/9/36	153	1060						
6/10/36	154	1067						
6/11/36	155	1074						
6/12/36	156	1081						
6/13/36	157	1088						
6/14/36	158	1095						
6/15/36	159	1102						
6/16/36	160	1109						
6/17/36	161	1116						
6/18/36	162	1123						
6/19/36	163	1130						
6/20/36	164	1137						
6/21/36	165	1144						
6/22/36	166	1151						
6/23/36	167	1158						
6/24/36	168	1165						
6/25/36	169	1172						
6/26/36	170	1179						
6/27/36	171	1186						
6/28/36	172	1193						
6/29/36	173	1200						
6/30/36	174	1207						
7/1/36	175	1214						
7/2/36	176	1221						
7/3/36	177	1228						
7/4/36	178	1235						
7/5/36	179	1242						
7/6/36	180	1249						
7/7/36	181	1256						
7/8/36	182	1263						
7/9/36	183	1270						
7/10/36	184	1277						
7/11/36	185	1284						
7/12/36	186	1291						
7/13/36	187	1298						
7/14/36	188	1305						
7/15/36	189	1312						
7/16/36	190	1319						
7/17/36	191	1326						
7/18/36	192	1333						
7/19/36	193	1340						
7/20/36	194	1347						

NAME Andrew Galvon
ADDRESS Corcoran California

Sheet #2

EMPLOYEE S. S. ACCT. NO. 546-09-2661

COMPANY OR CLOCK NO.

DATE EMPLOYED 9/35

OCCUPATION

RATE \$

PER

FULL TIME WEEKLY HOURS

FULL TIME EARNINGS \$

STEADY TEMPORARY

NO. OF DEPENDENTS
FULL TIME PART TIME

LINE	DATE	TIME WORKED HRS MIN	TIME LOST HRS MIN	PAY-ROLL RECORD			TOTAL EARNINGS	DEDUCTIONS		TAX STATUS																																																																		
				SALARY OR WAGES	AMOUNT	AMOUNT		UNEMP. INS.	OLD-AGE AMTY.																																																																			
1	6				21 00			21	21	<p>IS THIS EMPLOYMENT EXEMPT FROM</p> <p>STATE U I <input type="checkbox"/> REASON</p> <p>FSD U I <input type="checkbox"/> REASON</p> <p>FSD O A <input type="checkbox"/> REASON</p> <p>DATE OF BIRTH 11/30/03</p> <p>PLACE OF BIRTH Juarez Mexico</p> <p>AGE DATE BECAME SS 1968</p> <p>EMPLOYMENT CONTRACT MADE IN STATE OF</p> <p>WORK DONE IN STATE OF</p> <p>PLACE OF EMPLOYMENT</p> <p>IN CASE OF ACCIDENT NOTIFY</p> <p>NAME Mrs. A. Galvon</p> <p>ADDRESS Corcoran Calif.</p> <p>PHONE</p> <p>RELATIONSHIP</p> <p>RATE CHANGES</p> <table border="1"> <thead> <tr> <th>DATE</th> <th>TYPE OF WORK</th> <th>RATE PER</th> <th>OF BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>TERMINATION OF EMPLOYMENT</p> <p>DATE</p> <p>REASON:</p> <p>RECOMMENDED FOR RE-EMPLOYMENT: YES <input type="checkbox"/> NO <input type="checkbox"/></p> <p>DATE RE-EMPLOYED</p> <p>DATE UNEMPLOYMENT COMPENSATION BEGAN</p> <p>AMOUNT PER WEEK CHARGEABLE TO OUR ACCOUNT \$</p> <p>ADDITIONAL MEMOS ON REVERSE <input type="checkbox"/></p> <p>TAXABLE EARNINGS</p> <table border="1"> <thead> <tr> <th>UNEMP. INS.</th> <th>MONEY</th> <th>OTHER</th> </tr> </thead> <tbody> <tr><td>1ST PERIOD REGULAR</td><td> </td><td> </td></tr> <tr><td>SPECIAL</td><td> </td><td> </td></tr> <tr><td>2ND PERIOD REGULAR</td><td> </td><td> </td></tr> <tr><td>SPECIAL</td><td> </td><td> </td></tr> <tr><td>3RD PERIOD REGULAR</td><td> </td><td> </td></tr> <tr><td>SPECIAL</td><td> </td><td> </td></tr> <tr><td>4TH PERIOD REGULAR</td><td> </td><td> </td></tr> <tr><td>SPECIAL</td><td> </td><td> </td></tr> <tr><td>TOTALS</td><td> </td><td> </td></tr> </tbody> </table> <p>OLD-AGE AMTY PERIOD TO-DATE †</p> <table border="1"> <thead> <tr> <th>1ST PERIOD</th> <th>2ND PERIOD</th> <th>3RD PERIOD</th> <th>4TH PERIOD</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>† THIS AMOUNT WILL NOT EXCEED \$5000.00</p>	DATE	TYPE OF WORK	RATE PER	OF BY													UNEMP. INS.	MONEY	OTHER	1ST PERIOD REGULAR			SPECIAL			2ND PERIOD REGULAR			SPECIAL			3RD PERIOD REGULAR			SPECIAL			4TH PERIOD REGULAR			SPECIAL			TOTALS			1ST PERIOD	2ND PERIOD	3RD PERIOD	4TH PERIOD																
DATE	TYPE OF WORK	RATE PER	OF BY																																																																									
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COMPENSATION RECORD

STANDARD FORM 880W PRINTED IN U.S.A.
CHARLES HADLEY CO. PAINKILLER, ANTI-SPASMODIC, AND ANESTHETIC, ALL TRADE MARKS
9 USE APPROPRIATE SYMBOLS TO DESIGNATE REASONS FOR TIME LOST

REG. U.S. PAT. OFF.

COMPENSATION RECORD

STANDARD FORM CSBW PRINTED IN U.S.A.

CAREER TABLE CO. PAYROLLERS, INVESTIGATORS, AND EMPLOYERS, ALL INFORMATION, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING, IS TO BE FURNISHED TO THE BUREAU OF LABOR STATISTICS, U.S. DEPARTMENT OF LABOR, WASHINGTON, D.C. 20540.

REG. U. S. PAT. OFF.

• USE APPROPRIATE SYMBOLS TO DESIGNATE REASONS FOR TIME LOST

NAME
ADDRESS
ADDRESS
CHANGE
DATE EMPLOYED

Andrew Salvan

EMPLOYEE
S.S. ACCT. NO.

546-09-2661

COMPANY
OR CLOCK NO.

Sheet #2

10MS
ONE
CHANGE

DEPT. OR
PLACE OF WORK
MALE ☒ FEMALE ☐ MARRIED ☒ SINGLE ☐ COLOR

NO. OF
DEPENDENTS

PULL TIME
WEEKLY HOURS

PULL TIME
EARNINGS \$

STEADY
TEMPORARY

PULL TIME
PART TIME

7-30

OCCUPATION

RATE \$

PER

PAY-ROLL RECORD

TOTAL EARNINGS

DEDUCTIONS

TAX STATUS

IS THIS EMPLOYMENT EXEMPT FROM

STATE ☐ REASON
FED ☐ REASON
D.A. ☐ REASON

DATE OF BIRTH 11-30-03
PLACE OF BIRTH Mexico

AGE DATE BORN 1908

EMPLOYMENT CONTRACT

MADE IN STATE OF

WORK DONE IN

STATE OF

PLACE OF

EMPLOYMENT

IN CASE OF ACCIDENT NOTIFY

NAME

ADDRESS

PHONE

RELATIONSHIP

RATE CHANGES

DATE	TYPE OF WORK	RATE PER	PERIOD

TERMINATION OF EMPLOYMENT

DATE

REASON

RECOMMENDED FOR
RE-EMPLOYMENT YES ☐ NO ☐

DATE RE-EMPLOYED

DATE UNEMPLOYMENT

COMPENSATION BEGAN

AMOUNT PER WEEK

CHARGEABLE TO OUR ACCOUNT \$

ADDITIONAL MEMOS ON REVERSE

TAXABLE EARNINGS

UNEMP. INS	MONEY	OTHER
1ST PERIOD REGULAR		
SPECIAL		
2ND PERIOD REGULAR		
SPECIAL		
3RD PERIOD REGULAR		
SPECIAL		
4TH PERIOD REGULAR		
SPECIAL		
TOTALS		
OLD-AGE ANNTY	PERIOD	TO-DATE
1ST PERIOD		
2ND PERIOD		
3RD PERIOD		
4TH PERIOD		

THIS AMOUNT WILL NOT EXCEED \$5000.00



COMPENSATION RECORD

CHARLES H. HADLEY CO. PATHTINDERS 144 N. 1ST ST. ST. LOUIS, MO. 63102

STANDARD FORM 30 PRINTED IN U.S.A.

REGUL. EMP. OFF. STANDARD COMPENSATION RECORD

COMPANY
EMPLOYEE NO.EMPLOYEE
S.S. ACCT. NO. 567-05-7169

NAME

Joe Briley Corcoran

ADDRESS

CHANGE

DATE

OF BIRTH

DATE

EMPLOYED

EMPLOYMENT CONTRACT

MADE IN STATE OF

7-29-18 PLACE

Okmulgee Okla

OF BIRTH

6-20-38

OCCUPATION

RATE \$

WORK DONE

IN STATE OF

Corp.

AGE 29

DATE

BECOMES 05

1973

STEADY

TEMPORARY

WORK DONE

IN DISTRICT

Corcoran

PHONE

MALE

FEMALE

MARRIED

SINGLE

NO OF

DEPENDENTS

YEARS

IN STATE

2

COLOR

white

DEPT

FULL TIME

WEEKLY HOURS

LINE NO.	DATE PERIOD ENDS	DAYS	NRS.	TIME	★ WKT	PAY-ROLL RECORD				TOTAL TATABLE EARNINGS	DEDUCTIONS		TAX STATUS		
						SALARY OR WAGES		OTHER COMPENSATION			ALLOWANCE ON EXPENSES			UNEMP. INS.	OLD-AGE ANNTY
						REF.	AMOUNT	REF.	AMOUNT		REF.	AMOUNT			
1	0-3						2500					12	12		
2	3-1						2800					18	18		
3	7-7						2600					20	20		
4	1-4						2600					20	20		
5	2-1						2600					20	20		
6	2-8						2600					20	20		
7	8-1						3000					30	30		
8	1-1						3360					37	37		
9	1-8						3120					31	31		
10	1-5						3360					37	37		
11	9-1						3600					36	36		
12	8-1						3300					37	37		
13	5-1						3120					31	31		
14	2-2						3360					37	37		
15	2-9						2500					20	20		
16	10-6						1920					19	19		
17	1-3						3020					31	31		
18	1-2						3000					31	31		
19	1-1						1800					18	18		
20	11-3						2400					24	24		
21	1-0						3360					37	37		
22	1-7						2500					26	26		
23	2-4						2320					23	23		
24	12-1						1880					19	19		
25	8-1						2000					20	20		
26	5-1						1500					16	16		
27	2-2						1840					18	18		
28	1-5						1000					-	-		
29	3-1						1200					10	10		
30	4-8														
31	1-7						400					4	4		
32	1-4						3240					32	32		
33	2-1						2000					20	20		
34	2-8						400					4	4		
35	2-9						1560					16	16		
36	9-1						1160					12	12		
37	2-8						1440					14	14		
38	3-4						1960					20	20		
39	1-1						1560					16	16		
40	1-8						3080					31	31		
41	2-5						3040					30	30		
42	3-1						2800					28	28		
43	1-8						2600					26	26		
44	1-5						2520					25	25		
45	2-2						2400					24	24		
46	2-9						2400					24	24		
47	5-6						3240					32	32		
48															
49															
50															
51															
52															
53															

* USE APPROPRIATE SYMBOLS TO DESIGNATE TIME LOST.

SUBJECT TO STATE UNEMPLOYMENT INSURANCE? *yes*

WHY EXEMPT?

SUBJECT TO FEDERAL UNEMPLOYMENT INSURANCE? *yes*

WHY EXEMPT?

SUBJECT TO FEDERAL OLD AGE ANNUITY? *yes*

WHY EXEMPT?

IN CASE OF ACCIDENT NOTIFY:

NAME

ADDRESS

PHONE

RELATIONSHIP

RATE CHANGES			
DATE	TYPE OF WORK	Rate Per	U.S. N'd By

TERMINATION OF EMPLOYMENT

DATE

REASON:

INELIGIBLE FOR UNEMPLOY. COMPENSATION ☐

REASON:

RECOMMENDED FOR RE-EMPLOYMENT: YES-NO

DATE RE-EMPLOYED

REGISTERED WITH PUBLIC EMPLOYMENT OFFICE

DISTRICT CERTIFICATE NUMBER

MEMO.

TATABLE EARNINGS	UNEMP. INS.	OLD-AGE ANNTY
1ST QUARTER		
2ND QUARTER		
3RD QUARTER		
4TH QUARTER		
TOTALS		

SUMMARY	CURRENT YR	PREVIOUS YEARS
TOTAL EARNINGS		
NO. OF WEEKS WORKED		
AVERAGE WEEKLY WAGE		
TOTAL HOURS WORKED		
AVERAGE WEEKLY HOURS		
HOURLY RATE EARNED		

UNEMPLOY INS. TAX DEDUCTED

FED. OLD-AGE TAX DEDUCTED

COMPENSATION RECORD

Sheet #12

NAME **George Andrade**
 ADDRESS **Gen Del, Corcoran, California,**

COMPANY
 EMPLOYEE NO.

DATE OF BIRTH **3/17/12** PLACE OF BIRTH **Durango Mexico**

DATE OF BIRTH **3/17/12**
 DATE EMPLOYED **9/10/34**
 EMPLOYMENT CONTRACT
 MADE IN STATE OF

DATE WORK DONE
 IN STATE OF

AGE **25** SEX **MALE** MARITAL STATUS **SINGLE** DEPENDENTS **0**
 DATE OF BIRTH **1977** PLACE OF BIRTH **Durango Mexico**
 STEADY TEMPORARY WORK DONE IN DISTRICT **NO** FULL TIME WEEKLY HOURS **40**

DATE PERIOD ENDED	WORKED	TIME LOST	PAY-ROLL RECORD				DEDUCTION				TAX STATUS			
			SALARY OR WAGES		OTHER COMPENSATION		ALLOWANCES OR EXPENSES		TOTAL TAXABLE EARNINGS					
DATE	DAYS	HRS	TIME	WMT	RET.	AMOUNT	RET.	AMOUNT	RET.	AMOUNT	UNEMP. INS.	LL. A. E.	AMOUNT	RET.
1	1-6					2520					25		25	
2	17					2730					27		27	
3	20					2740					27		27	
4	21					3150					32		32	
5	23					2440					24		24	
6	12					2730					27		27	
7	12					2740					27		27	
8	24					3200					32		32	
9	3-3					2740					27		27	
10	10					2730					27		27	
11	17					2730					27		27	
12	5-5					1080					17		17	
13	1					2440					24		24	
14	4					1680					17		17	
15	7-7					2740					27		27	
16	12					3240					35		35	
17	2					3200					3		3	
18	28					3300					32		32	
19	8-8					3000					30		30	
20	11					3360					32		32	
21	18					3220					32		32	
22	25					3360					32		32	
23	1-1					3600					36		36	
24	8					3360					32		32	
25	10					3220					32		32	
26	22					3360					32		32	
27	29					2640					26		26	
28	10-3					3240					32		32	
29	20					3940					39		39	
30	2					3340					33		33	
31	11-3					3240					32		32	
32	10					3120					31		31	
33	17					3000					30		30	
34	24					2360					24		24	
35	2-1					220					22		22	

REASON FOR STATE UNEMPLOYMENT INSURANCE?
 WHY EXEMPT?
 SURVIVED TO FEDERAL UNEMPLOYMENT INSURANCE?
 WHY EXEMPT?
 SURVIVED TO FEDERAL OLD AGE ANNUITY?
 WHY EXEMPT?

IN CASE OF ACCIDENT NOTIFY
 NAME **Mrs. Geo. Andrade**
 ADDRESS **Diary Ave., Corcoran, Calif.**
 PHONE

RATE CHANGES			
DATE	TYPE OF WORK	Rate Per	Old Rate

TERMINATION OF EMPLOYMENT
 DATE
 REASON
 INELIGIBLE FOR UNEMPLOY COMPENSATION
 REASON:
 RECOMMENDED FOR RE-EMPLOYMENT YES NO
 DATE RE-EMPLOYED
 REGISTERED WITH PUBLIC EMPLOYMENT OFFICE
 DISTRICT CERTIFICATE NUMBER
 MEMO

TAXABLE EARNINGS	UNEMP. INS.	OLD AGE ANNUITY
1ST QUARTER		
2ND QUARTER		
3RD QUARTER		
4TH QUARTER		
TOTALS		
SUMMARY	CURRENT YR	PRIOY YEARS
TOTAL EARNINGS		
NO. OF WEEKS WORKED		
AVERAGE WEEKLY WAGE		
TOTAL HOURS WORKED		
AVERAGE WEEKLY HOURS		
HOURLY RATE EARNED		
UNEMPLOY INS. TAX DEDUCED		
FED. OLD AGE TAX DEDUCED		

COMPENSATION RECORD

CHAPTER 10, SECTION 10, PART 1, STANDARD FORM C30 PRINTED IN U.S.A.

REG. U.S. PA. EMP. STANDARD COMPENSATION RECORD

NAME *Curry*
 ADDRESS
 ADDRESS
 CHARGE
 DATE
 OF BIRTH
 DATE
 EMPLOYMENT CONTRACT
 MADE IN STATE OF

PLACE
OF BIRTH

OCCUPATION

DATE
WORK DONE
IN DISTRICTCOMPANY
EMPLOYEE NO.EMPLOYEE
NO. *557-10-2115*

PHONE

NO. OF
DEPENDENTS

MALE ☐ FEMALE ☐ MARRIED ☐ SINGLE ☐
 AGE DATE BECAME 65 YEARS IN STATE COLOR
 STEADY ☐ TEMPORARY ☐ TIME ☐ PART ☐ DEPT
 WORK DONE IN DISTRICT FULL TIME WEEKLY HOURS

LINE NO.	DATE PERIOD ENDS	WORKED		TIME LOST		PAY-ROLL RECORD				TOTAL TAXABLE EARNINGS		DEDUCTIONS				
		DAYS	HRS.	TIME	REASON	SALARY OR WAGES		OTHER COMPENSATION		ALLOWANCES OR DEDUCTIONS		UNEMP. INS.		OLD-AGE ANNUITY		
						REF.	AMOUNT	REF.	AMOUNT	REF.	AMOUNT	OL.	%	OL.	%	
1	30						170						23	25		
2	10-7						2520						21	23		
3	14						2340						21	23		
4	21						2380						21	24		
5	28						2675		914		84		24	27		
6	11-4						2415						22	27		
7	11						2870						26	27		
8	18						2600						24	27		
9	25						2750		2533		123		22	25		2
10	12-2						2075						24	27		
11	9						2075						24	27		
12	16						2415						22	27		
13	23						2660						22	27		
14	30				Conna		1500						14	15		
15	31						2485		2017				22	25		
16	1988-16						1750						18	18		
17	17						2870						24	27		
18	20						2440						24	24		
19	27						2380						24	24		
20	2-3						1680						17	17		
21	11						2750						27	27		
22	17						2470						24	27		
23	24						2730						27	27		
24	3-3						2520						25	25		
25	10						2730						27	27		
26	17						665						27	27		
27	24						170		2415				27	27		
28	5-5						1680						17	17		
29	12						2940						24	29		
30	9						1890						19	19		
31	7-7						2640						26	26		
32	14						2040						26	26		
33	21						1960						20	20		
34	10-6						1675						17	17		
35	13						3760						38	38		
36	20						3405						34	34		
37	27						3040						30	30		
38	11-3						2480						20	20		
39	10						2880						24	29		
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42	12-1						2120						21	21		
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48																
49																
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51																
52																
53																
54																

NAME
ADDRESS
ADDRESS
CHANGE
DATE
EMPLOYED

Employee - G. G. G.

EMPLOYEE
S. S. ACCT NO. 557-10 1970

COMPANY OR CLOCK NO. 11000

WORK
ONE
HOURS

DEPT OR
PLACE OF WORK

MALE ☐ FEMALE ☐

MARRIED ☐ SINGLE ☐

COLOR

NO. OF
DEPENDENTS

STEADY ☐ TEMPORARY ☐

PULL TIME
PART TIME ☐

DATE
PERIOD
ENDS
PAID

TIME
WORKED
DATE
HOURS

OCCUPATION

PAY-ROLL RECORD

RATE \$

PER

PULL TIME
WEEKLY HOURS

PULL TIME
EARNINGS \$

DEDUCTIONS

TAX STATUS

IS THIS EMPLOYMENT EXEMPT FROM

STATE
UNEMPLOYMENT
REASON
DATE
OF BIRTH
PLACE
OF BIRTH

AGE
DATE
BECOMES SS

EMPLOYMENT CONTRACT
MADE IN STATE OF
WORK DONE IN
STATE OF
PLACE OF
EMPLOYMENT

IN CASE OF ACCIDENT NOTIFY

NAME

ADDRESS

PHONE

RELATIONSHIP

RATE CHANGES

DATE	TYPE OF WORK	RATE PER	OF DAY

TERMINATION OF EMPLOYMENT

DATE

REASON

RECOMMENDED FOR
RE-EMPLOYMENT YES NO

DATE RE-EMPLOYED

DAYS UNEMPLOYMENT
COMPENSATION \$

AMOUNT PER WEEK
CHARGEABLE TO OUR ACCOUNT \$

ADDITIONAL REMARKS ON REVERSE

TAXABLE EARNINGS

UNEMP INS	MONEY	OTHER
1ST PERIOD REGULAR		
SPECIAL		
2ND PERIOD REGULAR		
SPECIAL		
3RD PERIOD REGULAR		
SPECIAL		
4TH PERIOD REGULAR		
SPECIAL		
TOTALS		
D.O. AGE ANNTY	PERIOD	TO-DATE
1ST PERIOD		
2ND PERIOD		
3RD PERIOD		
4TH PERIOD		

THIS AMOUNT WILL NOT EXCEED \$1000.00

COMPENSATION RECORD

CHARLES HADLEY CO. PRINTING IN U.S.A.
USE APPROPRIATE SYMBOLS TO DESIGNATE REASONS FOR TIME LOST

STANDARD FORM C8W

REG. U.S. PAT. OFF.

NAME B. L. Ely
ADDRESS Corcore Calif.

Sheet#3

EMPLOYEE 559-05-4996

COMPANY OR CLOCK NO

ADDRESS CHANGE

DATE EMPLOYED 7/24/36

OCCUPATION

RATE \$

PER

FULL TIME WEEKLY HOURS

FULL TIME EARNINGS \$

STEADY EMPLOYMENT

NO. OF DEPENDENTS 2
FULL TIME PART TIMEDEPT. OR PLACE OF WORK
MARRIED ☒ SINGLE ☐ COLOR

PAY-ROLL RECORD										DEDUCTIONS				TAX STATUS	
LINE	DATE	TIME WORKED	TIME LOST	SALARY OR WAGES	TOTAL EARNINGS	DEDUCTIONS				TAX STATUS					
						AMOUNT	PERCENT	REASON	IS THIS EMPLOYMENT EXEMPT FROM						
1	6			28.00		27	27								
2	17			31.20		31	31								
3	20			33.60		34	34								
4	27			28.00		26	26								
5	23			33.60		34	34								
6	10			31.20		31	31								
7	17			33.60		34	34								
8	24			36.00		36	36								
9	33			33.60		37	37								
10	10			31.20		31	31								
11	17			36.00		36	36								
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14	2			28.00		28	28								
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16	5 5			28.00		28	28								
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19	7 7			24.00		24	24								
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24	8			27.30		27	27								
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26	8			31.20		32	32								
27	25			29.40		29	29								
28	9			27.30		27	27								
29	8			29.40		29	29								
30	5			27.30		27	27								
31	22			29.40		29	29								
32	24			19.20		19	19								
33	0 27			27.30		27	27								
34	11 3			37.80		38	38								
35	10			40.50		41	41								
36	17			19.20		19	19								
37	2 9 1939			24.00		24	24								

ADDITIONAL MEMOS ON REVERSE

TAXABLE EARNINGS

UNEMP. INS.	MONEY	OTHER
1ST PERIOD REGULAR		
SPECIAL		
2ND PERIOD REGULAR		
SPECIAL		
3RD PERIOD REGULAR		
SPECIAL		
4TH PERIOD REGULAR		
SPECIAL		
TOTALS		
OLD-AGE ANNTY	PERIOD	TO-DATE
1ST PERIOD		
2ND PERIOD		
3RD PERIOD		
4TH PERIOD		

THIS AMOUNT WILL NOT EXCEED \$5000.00

(Testimony of Louis T. Robinson.)

Q. By Mr. Mouritsen: Now, Mr. Robinson, you are requested under the subpoena to produce certain correspondence. Do you have that correspondence with you? A. I have it, yes, sir.

Q. May I have it?

A. My attorney has it.

Mr. Wingrove: Mr. Examiner, I would like to state that I have advised Mr. Robinson not to respond to paragraphs 3, 4, 5, and 6 of the subpoena on the ground that the subpoena does not meet the requirement of the law in that it is too general, vague, indefinite; and furthermore, it does not describe with [58] *particularly* required by the rules and regulations of the National Labor Relations Act, the documents, production of which is desired, with such particularity to enable them to be identified for the purpose of production. We cannot tell from the subpoena, which is couched in very general terms, asking us to produce all correspondence on labor matters, as to just what particular evidence is desired by the Attorney for the Board. [59]

Trial Examiner Lindsay: Well, if the subpoena says all correspondence relative to labor matters, it seems just that. That is the thing that should be produced.

Mr. Wingrove: But it is not limited to this particular labor matter. We may have lots of labor matters. It is not limited. The wording of the subpoena is this: "All correspondence, letters, telegrams—" I am reading from Paragraph 3—"and memoran-

(Testimony of Louis T. Robinson.)

dum received at and for the Corcoran Plant of J. G. Boswell Company during 1938 and 1939, to the date of this subpoena, relating to labor policies, labor relations, labor disputes of the Corcoran plant, affecting the Corcoran plant, and boycott of the products by the American Federation of Labor."

It is very general, very general as to the time, very general as to the nature of the information desired, and it does not request with any particularity and is not tied into matters that might be relevant to any of the charges contained in the complaint, and I think that that same statement also applies to the request which was made in paragraphs 4, 5 and 6 of the subpoena.

Trial Examiner Lindsay: Well, the subpoena has been issued.

Off the record,——

Mr. Clark (Interrupting): Just a moment.

Mr. Wingrove: I will——

Trial Examiner Lindsay (Interrupting): Just a second. I [60] want to ask something. I would just as soon have it on the record as not. I was doing this for your benefit.

Now, what is in that subpoena that you do not understand?

Mr. Wingrove: It is too general. I was about to suggest, Mr. Examiner, that if Mr. Mouritsen would point out any particular letters or specific correspondence, and show the relevancy to this proceeding, to the matters of this particular case, we would be

(Testimony of Louis T. Robinson.)

very glad to produce it, but we don't want to produce a great mass of correspondence, a large portion of which couldn't possibly be relevant. It goes back and covers, for instance, the entire year of 1938.

Trial Examiner Lindsay: I only have this to say. The question of relevancy is not a matter which rests with you or with anyone, except this Court, and if it is not relevant and material, you can object to it and of course, those matters can be taken care of.

Now, I suggest that you gentlemen get together, and also that you carry out the request of the subpoena and bring the correspondence in that is asked for.

Q. By Mr. Mouritsen: May I ask you this, Mr. Robinson, during the year 1938, was any correspondence relative to this particular labor dispute about which we are now holding a hearing, sent from the Corcoran plant of J. G. Boswell Company?

Mr. Clark: I object to the use of the term "labor dispute." I submit the objection. It calls for a conclusion of [61] this witness.

Trial Examiner Lindsay: He may answer. You may have an exception.

The Witness: I didn't understand.

Trial Examiner Lindsay: Read the question.

(The pending question was read by the reporter, as set forth above.)

The Witness: Yes, sir.

Q. By Mr. Mouritsen: And during the period of

(Testimony of Louis T. Robinson.)

1938, was any correspondence received at the Corcoran plant of J. G. Boswell Company relative to the particular labor dispute about which we are now holding a hearing? A. Yes.

Q. Do you know of such correspondence and are you able to obtain such correspondence? Is that correct? A. Yes, sir.

Q. Now, during the period—during the year 1939 to date, have you received any correspondence at the Corcoran plant relative to the particular labor dispute about which we are now holding a hearing?

Mr. Clark: Same objection as to the term “labor dispute.”

Trial Examiner Lindsay: He may answer.

The Witness: If I understand correctly, that is the same question I answered, or I didn't understand.

Mr. Clark: It is for another year. [62]

Q. By Mr. Mouritsen: For the year 1939.

A. For the year 1939? I am not sure about that.

Q. In other words, you don't recall receiving, during the year 1939, any correspondence relative to this particular labor dispute about which we are now holding a hearing?

Mr. Clark: Now, may it please the Examiner, this particular labor dispute is vague and indefinite, and no human being could answer the question. There are five or six charges set forth in this complaint in this matter. One has to do with Mrs. Dunn and the Corcoran Exchange; another has to do with a demon-

(Testimony of Louis T. Robinson.)

stration alleged to have taken place in November of '38; another one was a demonstration alleged to have taken place in January, and so on down the line.

Now counsel is asking whether there is any correspondence with reference to this labor dispute, and I made an objection based upon the proposition that it called for a conclusion of this witness.

It furthermore is vague and indefinite, and is susceptible of no answer. That points out, if I might interrupt your Honor just one moment, that points out exactly the point which Mr. Wingrove is making, unless we are awfully wrong so far as reading the cases is concerned, so far as the enforceability of subpoenas is concerned, the Government, even in a case such as this, has no right to simply ask to have the entire files of an employer turned over to it for the representatives of the Government [63] to go through it to see what they can find. The function of a subpoena duces tecum is to call for evidence on any particular matter which is known, or which there is reasonable cause to suppose is in existence.

Now, I think we could obviate this whole thing if counsel would proceed with his examination on the facts of the case and, as we get to different instances which occur, different episodes, if we could call them that, and ask the question whether there was any correspondence, and if we have it, we will produce it. All that Mr. Wingrove is objecting to doing is to turn the complete file over to counsel. I think we could make time that way and not get ourselves at loggerheads. [64]

(Testimony of Louis T. Robinson.)

Trial Examiner Lindsay: As I understand this matter, at the beginning of the taking of this testimony the statement was made that the testimony now being taken or attempted to be taken would cover the Boswell Company, and when that had been completed we would go on to the next company and when that was completed go on to the next. The particular matter, as I understand it, in question is any of those matters pertaining to the question now before this court, is correspondence that he is asking for. It doesn't seem to me that is so indefinite and uncertain.

Mr. Clark: Simply, may it please your Honor, we are talking at cross purposes. If we start in developing the facts applicable to Boswell, any correspondence which properly pertains to those facts, if demanded, will be produced without the necessity of a subpoena, but as I understand counsel's position, we do not intend to turn over the general correspondence files. That is too general.

Mr. Mouritsen: Mr. Examiner, in this issue, lest we may consider counsel's proposal seriously, I think that the evidence is absurdly clear. In other words, counsel proposes that every time an incident comes in, we recall Mr. Robinson and ask him if there was any particular correspondence at that point, that we break in and call Mr. Robinson and lay the foundation and what is material.

This is an orderly method of laying the foundation and [65] making the record clear.

Mr. Clark: If counsel is going to stand on that

(Testimony of Louis T. Robinson.)

subpoena either with respect to the Boswell Company or the Farmers in that form and ask for all of the things in regard to the plant, all of the correspondence, we will have to argue the matter in a Federal court.

Trial Examiner Lindsay: Isn't he asking for the matters that are here involved?

Mr. Clark: He isn't.

Trial Examiner Lindsay: Listen to the questions.

Mr. Clark: I am speaking about the subpoena now.

Trial Examiner Lindsay: Let us not argue the matter. Proceed.

Mr. Mouritsen: Was there a question pending?

(The question referred to was read by the reporter, as set forth above.)

Mr. Clark: My objection is that it is vague and indefinite, uncertain. There are four or five different matters in the complaint all with respect to Boswell Company.

Which one does the question refer to?

Trial Examiner Lindsay: He may answer.

The Witness: I couldn't say. I don't recall any particular letters coming in during the year 1939, so for me to be called on to say whether or not during the year 1939 I received—about a letter—unless I can recall a particular letter, I [66] don't think I would be in a shape to answer it. I don't remember any particular letter coming in to my office during the year 1939.

(Testimony of Louis T. Robinson.)

Q. By Mr. Mouritsen: Do you recall having sent any letters relative to the labor dispute about which we now hold a hearing?

Mr. Clark: The same objection, your Honor.

Mr. Mouritsen: May I be permitted to finish my question?

Mr. Clark: Pardon me.

Mr. Mouritsen: Will you read the question?

(The question referred to was read by the reporter, as set forth above.)

Q. By Mr. Mouritsen (Continuing): —during the year 1939?

Mr. Clark: Same objection, your Honor.

Trial Examiner Lindsay: He may answer.

The Witness: I make the same answer I made to the other question that I don't remember any particular letter during the year 1939 about this labor dispute. I might have and I might not have. I don't remember any particular letter going out, and it appears to me I would have to remember one before I could answer that question.

Mr. Mouritsen: Now, with the understanding that Mr. Robinson will be made available when this additional information is furnished relative to the matter requested in sections [67] 1 and 2 of the subpoena duces tecum, I have no further questions at this time.

Mr. Clark: I have none. Of course, we will be permitted to recall this witness as part of our case?

Trial Examiner Lindsay: And you will be per-

(Testimony of Louis T. Robinson.)

mitted to cross examine when Mr. Mouritsen is finished on direct examination.

Mr. Clark: I have no further questions.

And it is my understanding that Mr. Robinson will be made available at all times during the hearing, isn't that true?

Mr. Wingrove: That is true.

Trial Examiner Lindsay: Now, off the record.

(Here followed discussion off the record.)

Trial Examiner Lindsay: On the record.

(Witness excused.)

Trial Examiner Lindsay: We will have a ten-minute recess.

(At this point a short recess was taken, after which proceedings were resumed as follows:) [68]

Trial Examiner Lindsay: The hearing is called to order.

Mr. Mouritsen: I call Mr. Prior.

E. F. PRIOR

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Mouritsen:

Q. What is your name? A. E. F. Prior.

Q. Where do you live?

(Testimony of E. F. Prior.)

A. Residence, 2868 Fashion Avenue, Long Beach, California.

Q. What is your business or occupation?

A. Secretary-treasurer of the California State Council of Edible Oil Workers.

Q. How long have you held that position?

A. Since July 1, 1938.

Q. Have you ever undertaken any organizational activities at the Corcoran plant of the J. G. Boswell Company? A. Yes.

Q. When did you first undertake any such activities?

A. On or about March 15 of 1938.

Q. What did those activities consist of at that time?

A. I was informed by the president of the Cotton Seed and Vegetable Oil Workers Union 21312 of Bakersfield, California, that a number of employees employed in the J. G. Boswell plant [69] at Corcoran were interested in organization.

Mr. Clark: I object to that, may it please your Honor, as hearsay.

Trial Examiner Lindsay: It may stay. You may proceed.

The Witness: And the president of that organization and myself called on Mr. O. L. Farr at his residence in Corcoran in regard to the organization of the employees of the Boswell Company.

Q. By Mr. Mouritsen: Who is O. L. Farr?

A. At that time he was employed as a ginner for the Boswell Company.

(Testimony of E. F. Prior.)

Q. Did you have a conversation relative to organizational activities at the J. G. Boswell plant with Mr. Farr? A. I did.

Q. Was anyone else present other than yourself and the other gentleman you named? A. No.

Q. Will you state what you said to Mr. Farr at that time, and what he said to you?

Mr. Clark: Just a minute, may it please the Examiner.

Objected to as hearsay and in no way binding on any of the Respondents to this proceeding. Hearsay, Mr. Farr acting as an individual, and this gentleman who is acting for his Union.

Trial Examiner Lindsay: Well, he may disclose the conver- [70] sation he had with Mr. Farr. Mr. Farr, as I understand, was employed at that Company at that time, is that right?

The Witness: That is correct.

Trial Examiner Lindsay: He may state the conversation.

The Witness: Well, of course, there was the usual introductions. The president of the Local in Bakersfield was a brother of Mr. Farr's, and generally we discussed wages and hours and conditions in effect at the J. G. Boswell plant, and generally what was Mr. Farr's opinion as to the——

Trial Examiner Lindsay (Interrupting): Tell what Mr. Farr said.

The Witness: Mr. Farr stated that it was his opinion that the employees at the J. G. Boswell plant were interested in organization.

(Testimony of E. F. Prior.)

Q. By Mr. Mouritsen: Was there any further conversation at that time?

Mr. Clark: May my objection run to this whole line of testimony without repeating the objection?

Trial Examiner Lindsay: It may. That is right.

The Witness: I asked Mr. Farr the names of the management of the J. G. Boswell Company, and was informed that Mr. Gordon Hammond was the work superintendent, and that Mr. Louis T. Robinson was the general manager; and stated that while he and his brother visited, that I would make a call at the plant and endeavor to talk to Mr. Robinson and Mr. Hammond. [71]

Q. By Mr. Mouritsen: Did you after that conversation visit the plant? A. I did.

Q. Did you meet either Mr. Robinson or Mr. Gordon Hammond? A. No.

Q. Did you make any effort to reach them?

A. I gave my card to the P. B. X. operator, and stated that I would like to see either Mr. Robinson or Mr. Hammond; and she called a young gentleman who was identified to me as the engineer, drafting engineer, for the Company, who took me through the plant looking for Mr. Hammond, and he was unable to find him; and, therefore, I did not meet Mr. Hammond on that visit.

Q. After that time, did you undertake any organizational activities with reference to the employees of the J. G. Boswell plant at Corcoran?

A. Within a week or two following that visit, I

(Testimony of E. F. Prior.)

was informed that the mill, the oil mill of the J. G. Boswell Company, had ceased operations, and no further effort was made until July 6th of 1938.

Q. What organizational activities did you undertake at that time with reference to the employees of this Coreoran plant of the J. G. Boswell Company?

A. I again called on Mr. Farr at his home on the date of July 6th, 1938, and discussed the proposition of organizing the [72] employees at the J. G. Boswell plant.

As Mr. Farr stated, a number of the employees felt that the Company was opposed to organization, and together we worked out a plan of sending invitations to each employee in the plant as nearly as possible, calling a meeting here in Coreoran, if it was possible to secure a meeting place.

And he gave me a list of some 30 names of employees in the plant, and arrangements for a hall was made; and I informed him that there would be a meeting called for July 13th. [73]

Q. Did you send invitations to the meeting out to the employees whose names were given you by Mr. Farr? A. I did.

Q. Did you hold the meeting on July 13, 1938?

A. Yes.

Q. Where was it held?

A. It was held in the American Legion Hall at Coreoran.

Q. Did you attend the meeting? A. I did.

Q. Did you take any part in the meeting?

(Testimony of E. F. Prior.)

A. Yes.

Q. What did you do at that meeting?

A. Well, I was the only representative of the American Federation of Labor present, and was more or less looked to as being in charge of the meeting.

Q. Were there any other people present at the meeting? A. Yes.

Q. How many, approximately?

A. Approximately 6 or 8.

Q. Did you know the names of any of the men who attended the meeting?

A. I had never met any of them before the meeting.

Q. Did you during the course of the meeting ascertain the names of any of those present?

A. Yes. [74]

Q. Will you give the names of the men that you met during the course of the evening whose names you learned?

A. To the best of my recollection there was one Frank Gonders, Bill Robinson, Clyde Sitten, Jack Owens, a gentleman by the name of Weatherby whose initials I don't know, and another gentleman by the name of Gilmore.

Q. Now, what transpired at the meeting so far as you were concerned?

A. I explained the purpose of the meeting first and in as much as there was a small number, I told them it all might as well be informal and I would

(Testimony of E. F. Prior.)

try to answer any questions that they might have relative to self-organization; and was informed particularly by Mr. Gonders that the employees of the Boswell Company were one happy family, that they were very well satisfied with 35 and 50 cents per hour, and that they really wanted no organization in the plant.

Q. After the meeting was over did you talk with any of the other men who attended the meeting?

A. Yes.

Q. With which of the men who attended the meeting? A. With Mr. Gilmore.

Q. Where did you have a conversation with him?

A. In one of the beer parlors here in Corcoran.

Q. Other than yourself and Mr. Gilmore was anyone else present? [75]

A. Mr. Weatherby was present.

Q. Did he take any part in the conversation?

A. Not to any extent.

Q. Now, what did you say to Mr. Gilmore and what did he say to you?

Mr. Clark: Just so we may be sure, it is the last time I will repeat it, any objection to this as being hearsay runs to all of these conversations, I take it, to any employees of Boswell and Company.

I already have your Honor's assurance that it runs to the testimony originally started between Farr and this gentlemen, but now we are into certain others and I want it understood that I am objecting to all of this testimony on the ground it is

(Testimony of E. F. Prior.)

hearsay and not binding on any of these respondents.

Mr. Wingrove: I would like to have it noted in the record the same objection as to the respondents I represent.

Trial Examiner Lindsay: Yes.

Who is Mr. Gilmore?

The Witness: (Pause).

Trial Examiner Lindsay: If you know.

The Witness: A former employee at the Boswell Company.

Mr. Clark: Was he at that time?

The Witness: Yes.

Mr. Clark: He was employed at that time? [76]

The Witness: Had been previously employed to that date.

Mr. Clark: Well, I will object to that on the further ground it is incompetent, irrelevant and immaterial what Mr. Gilmore had to say about it. He wasn't even employed by the company.

Trial Examiner Lindsay: He may answer and you may have an exception.

The Witness: What was the question?

(The question referred to was read by the reporter, as set forth above.)

The Witness: If the Trial Examiner please, there is possibly a background of an interposing conversation between there that will connect the conversation had.

Trial Examiner Lindsay: Well, you may tell

(Testimony of E. F. Prior.)

what was said at this time and if your attorney wants to go into that, he may ask the question.

Mr. Clark: Which conversation is it we are getting now?

Trial Examiner Lindsay: The one in the beer garden, is that right?

The Witness: Yes.

Mr. Gilmore informed me that the majority of the group present up at the Legion Hall were not representing and speaking for the majority of the employees at the Boswell plant; that he had during the past week and on that day talked with a number of them, asked a number of them if they were going to [77] attend the meeting; and he had been informed that they were not attending the meeting because the company was opposed to any organization.

He told me he had not been re-employed when the plant had started up on July 1st and that Mr. Hammond had been very indefinite as to any future employment with the J. G. Boswell Company. [78]

Q. (By Mr. Mouritsen): With respect to the Corcoran plant of the J. G. Boswell Company, what organization—when did you next undertake any organizational activities with reference to its employees? A. When was the next efforts made?

Q. That is correct.

A. The next effort made to organize the employees—

Mr. Clark (Interrupting): Just a minute. I

(Testimony of E. F. Prior.)

move that go out as not responsive, the next effort as made to organize the employees. There hasn't been any made yet that I have heard.

Assuming something not in evidence. All we have had is the conversation between Mr. Gilmore who wasn't even employed at the Company.

Trial Examiner Lindsay: He may tell what he next did.

The Witness: I next filed charges known as an 8-1 charge violating—alleging an unfair labor practice of the National Labor Relations Board with the 21st Region of the National Labor Relations Board.

Q. (By Mr. Mouritsen): Where is the office of that? A. The office of the 21st Region?

Q. No. Where is the office located; the office of the National Labor Relations Board where you filed the charges?

A. At that time, it was in the Pacific Electric Building, Room 745, Los Angeles, California.

Q. And about on what date did you file those charges? [79]

A. Those charges were filed on or about July 8th—no, on or about July 17th.

Q. And what organizational activities did you undertake next with reference to the employees of the J. G. Boswell Company plant in Corcoran?

A. September 2, 1938.

Q. And of what did those organizational activities consist?

(Testimony of E. F. Prior.)

A. A conversation with Mr. O. L. Farr and a Mr. R. K. Martin and a Mr. H. N. Wingo.

Q. Where did that conversation take place?

A. At Mr. Farr's residence in Corcoran.

Q. Now, will you state generally what you said to them, and what they said to you, just the gist of the conversation, if that is satisfactory?

Mr. Clark: Subject to the objection I made.

Trial Examiner Lindsay: Yes.

Mr. Clark: It is not satisfactory.

Trial Examiner Lindsay: All right. You may tell all of the conversation that you remember.

The Witness: Well, the three of them expressed a desire for organization. I explained——

Mr. Clark (Interrupting): Just a minute. May it please your Honor, if we are going to have this hearsay, may we have it in substance what was said?

Trial Examiner Lindsay: Yes. [80]

Mr. Clark: May that statement go out as expressing a desire of this and that?

Trial Examiner Lindsay: Yes.

Q. (By Mr. Mouritsen): State as nearly as you can recall it, what you said to the men and what they said to you?

A. Mr. Farr, as near as I can recall, stated that the wages paid at the Boswell plant were entirely too low, and Mr. Martin stated that 40 cents an hour for expeller operators, particularly when other operators doing the same work were receiving a

(Testimony of E. F. Prior.)

higher rate of pay, was entirely too low for that type of work. And they all three stated that the hours were too long.

Q. At that time did they do anything further with reference to the Union? A. Yes.

Q. What did they do?

A. They turned applications for membership in the Union.

Q. At or about that time, did you have any conversation with any of the supervisory employees of the J. G. Boswell Company at the plant?

Mr. Clark: Objected to as calling for a conclusion of the witness as to what the supervisory employees are. May I suggest that the witness state the name, if anyone, that he had a conversation with, and proof be had?

Mr. Mouritsen: I withdraw the question.

Q. At or about that time, did you have any conference with [81] any of the other employees of the J. G. Boswell Company? A. (Pause.)

Mr. Clark: I want it understood that these objections are being made on behalf of all Respondents. May the record so show?

Trial Examiner Lindsay: Yes.

The Witness: As I remember, it was the afternoon of that same—or sometime during the day of that same day, September 2nd, that I talked to Mr. Louis Robinson, Mr. Gordon Hammond and Mr. William Boswell.

Q. (By Mr. Mouritsen): Now, where did that conference take place?

(Testimony of E. F. Prior.)

A. In one of the offices in the office building of the J. G. Boswell Company at Corcoran.

Mr. Clark: May we have the date, please?

Trial Examiner Lindsay: September 2nd.

Mr. Clark: Yes.

Q. By Mr. Mouritsen: Do you have any knowledge of the positions held by Louis Robinson, Mr. Gordon Hammond, or Mr. William Boswell with the J. G. Boswell Company?

A. I have been told by other employees of the Company——

Mr. Clark (Interrupting): Let us have Mr. Robinson's statement on that, and we will have it in the record, your Honor, as to what positions these men actually hold, without taking somebody's guess on it. [82]

Trial Examiner Lindsay: He may proceed and answer the question.

The Witness: I had been told that Mr. Robinson was the general manager of the plant here, by employees of the plant, and that Mr. Gordon Hammond was the works' superintendent.

Q. By Mr. Mouritsen: Did you have any knowledge with reference to the position Mr. William Boswell had with the plant at that time?

A. None other than that he carried the same name as the Company.

Q. Now, where did this conversation take place?

A. In one of the office rooms of the office building of the Corcoran J. G. Boswell plant.

(Testimony of E. F. Prior.)

Q. Yes.

Now, will you state what you said at this conference, and what each of the individuals said, if they said anything, at that conference?

A. I stated that the Union had filed the charge with the Labor Relations Board, and that possibly there was misunderstandings between the employer, also the employees, as to what the exact policies of the Union were, the purposes of the Union, and that I would be very glad to discuss them with them.

Mr. Robinson suggested that I consider him as just any ordinary citizen and assume for the part of the conversation that he was not in any way connected with the management of [83] the J. G. Boswell Company. And he asked several questions, all of them I cannot at this time recall. One statement I do recall was that if he were organizing the plant, that he would endeavor to organize the key men of the plant and not just a few more or less radical, ignorant, casual workers, part time workers.

I stated that Mr. Robinson was probably surprised to know that there were a number of men who had been steadily on his payroll, and that he—evidently were considered as full time permanent employees of the plant, and asked him—I recall I put it this way: I said, “Let us deal with facts so that we both know exactly what we are talking about in referring to the part time labor and those that are only employed occasionally by the Company. Are you referring to Mr. Gilmore?”

(Testimony of E. F. Prior.)

And he stated he was.

Q. Do you recall any other conversation that was had at that time?

A. Well, Mr. Robinson stated that the Company was paying all of the wages that they thought they could afford; that they had always taken an attitude of being good to their employees; and that their employees over a period of time had always returned for employment at the plant.

Q. Was that about the end of the conversation?

A. As near as I can recall.

Q. Yes. [84]

Now, when next did you undertake any organizational activities with reference to the employees of the Corcoran plant of the Company?

A. It was on or about October the 7th.

Q. What year? A. 1938.

Q. And of what did your organizational activities consist at that time.

A. We—the three men, Mr. Farr, Mr. Martin and Mr. Wingo——

Q. (Interrupting): May I interrupt here?

Concerning these men, did you know whether they were employed at this time and at the time of your prior conversation with them?

A. I knew at the time of the prior conversation that they were employed.

Q. And where were they employed?

A. At the J. G. Boswell plant.

Q. At the time of this conversation, did you know whether or not they were employed?

(Testimony of E. F. Prior.)

A. I wish to correct that statement in that Mr. Farr was not present on the date of October 7th, 1938.

Q. Do you know whether the other two were employed at that time?

A. Mr. Wingo was employed at that time.

Q. And where?

A. At the J. G. Boswell plant. [85]

Q. (By Mr. Mouritsen): Now, will you give the conversation you had on or about October 7th?

A. It was with Mr. Martin, Mr. Wingo; Mr. George Andrade was in attendance, and I was informed that the oil mill had shut down on or about September 27th.

Q. Of what year?

A. Of 1938; and that they were informed that George Andrade, R. K. Martin, Boyd Ely and O. L. Farr would not be re-employed at the J. G. Boswell plant.

Q. Do you recall which of the employees or which of the men with whom you talked gave you that information?

A. Mr. Martin and Mr. Andrade.

Q. Was anything further said?

A. I asked them the length of their service, the operations that they had performed at the plant, what their duties were, and if there were other men younger in length of service with the J. G. Boswell Company than they were still employed at the company. They informed me that there was.

(Testimony of E. F. Prior.)

Q. Did you have any further conversation at that time with these men that you have named?

A. Not that I recall.

Q. With respect to these men, did you undertake or did you hold a conference with the company? A. Yes.

Q. Or with any representative of the company? [86]

When was that conference held?

A. The following day on October 8, 1938.

Q. Where was the conference held?

A. In one of the—the northeast office room of the office building of the J. G. Boswell plant at Corcoran.

Q. Were any representatives of the company present? A. Mr. Gordon Hammond.

Q. Were any of these men that you named present? A. No.

Q. Was anyone present other than you and Mr. Boswell—Mr. Hammond? A. No.

Q. Will you state the conversation that was had between yourself and Mr. Hammond at that time?

A. Well, I told Mr. Hammond that I had been informed that these men had been laid off and the oil mill shut down and that they had the understanding that there seemed to be a current rumor around town that these men would not be re-employed because of their activities on behalf of the union.

I explained to Mr. Hammond that it has been my

(Testimony of E. F. Prior.)

experience quite often that a lot of these things were misunderstandings and that there was no doubt rumors floating around on both sides.

I mentioned some other cases that we had had to go before the Labor Relations Board on and told him that I would be [87] very glad and very anxious to help cooperate in any way possible to clear up any misunderstandings that there might be.

So we had a discussion in regard to these four men and four other men who had not been re-employed. Their names I don't recall. It was pointed out the reason the other four men had not been re-employed was that there was no part of the plant operating that they had ever worked in before or had experience in but that had these other men applied for employment that they would have placed them back on.

Mr. Clark: Who said this?

The Witness: Mr. Gordon Hammond.

Mr. Clark: Gordon Hammond said that, that if the other men had applied, he would place them back on?

Mr. Mouritzen: Let me clear this up.

Q. To which men did he refer when he said if they applied they would have been put on?

Mr. Clark: As you understood it.

The Witness: Mr. R. K. Martin, Boyd Ely, O. L. Farr, and George Andrade.

Mr. Clark: Being the four you were interested in? The Witness: Yes.

(Testimony of E. F. Prior.)

Q. (By Mr. Mouritsen): Continue.

A. I told Mr. Hammond I would be very glad to explain to the men that in all probability there was a misunderstanding and notify them that if they applied to him that they would be [88] put back to work, and that, in substance, ended the conversation.

I also told Mr. Hammond that I would call on him the following week to learn if there were any further misunderstandings and if there was, if there was any way I could cooperate with both the management and the men in helping to keep down any rumors, that I would do so.

Q. Now, after that conference of October 7, 1938, do you know of your own knowledge whether any of these men were returned to work?

A. After I left Mr. Hammond's office, I droye to Mr. Martin's home and he accompanied me in my car out to Mr. Andrade's house. While I was telling Mr. Andrade that if he reported to the plant, Mr. Hammond would be very glad to put him on, a gentleman identified to me by Mr. Andrade and Mr. Farr as a brother of Mr. Gordon Hammond, came up and notified Mr. Andrade to report to work that afternoon.

The next information I had of their reporting to work was a letter dated on or about October 11th from Mr. R. K. Martin stating that he had returned to work that day, or the day previous. I don't recall now exactly which.

(Testimony of E. F. Prior.)

Q. Now, after that date of approximately October 7, 1938, what organizational activities did you undertake next with reference to employees of the Corcoran plant of J. G. Boswell Company? [89]

Mr. Clark: If any.

Mr. Mouritsen: Yes.

The Witness: It was arranged on October 7, 1938, to have a meeting of as many employees as possible——

Mr. Clark (Interrupting): May I interrupt, your Honor. May I ask that that go out, as the answer is not responsive, and then we can get the correct information so far as the arrangements. He said it was arranged and we don't know by whom. It is not responsive to this last question.

Trial Examiner Lindsay: Yes. It may go out.

Mr. Clark: Let us find out about it.

The Witness: Mr. R. K. Martin stated that he would call a meeting of all of the employees who had signed applications for membership in the union for the following Saturday, October 15, 1938.

Q. (By Mr. Mouritsen): And was such a meeting held? A. Yes.

Q. Was it held? A. Yes.

Q. Where was it held?

A. In Mr. R. K. Martin's residence in Corcoran.

Q. When was it held?

A. In the evening at approximately 8:30 it started.

Q. Well, what was the date?

(Testimony of E. F. Prior.)

A. October 15, 1938. [90]

Q. And who were present that you knew?

A. Mr. R. K. Martin, Mr. O. L. Farr, George Andrade, and I believe Mr. L. A. Spear. Those are all I recall that were there; at this time.

Q. What was done at this meeting of October 15, 1938?

A. Mr. Martin made a report on the number of applications signed and reported that it was impossible to have a very large attendance at the meeting at that time due to the exceptionally long hours, sometimes in excess of 16 hours a day, being worked by the employees and that that was the reason there had not been more employees out at the meeting; and that every one, that is, of the four men previously mentioned, had been placed back to work and that there was a keen response being shown toward the organization.

Mr. Clark: Of course, there is no necessity of my repeating that objection, your Honor? It is understood?

Trial Examiner Lindsay: That is up to you, Mr. Attorney.

Mr. Clark: It is understood, isn't it, that my objection on the ground of hearsay is running to all these conversations?

Trial Examiner Lindsay: So you stated, and I granted it, but still if you are not satisfied you may further object.

Mr. Clark: May I have that stipulation, counsel, that so far as conversations——

(Testimony of E. F. Prior.)

Trial Examiner Lindsay (Interrupting): Just a moment. It isn't necessary for a stipulation. I granted it, did I not? [91]

Mr. Clark: Then you added if I thought that it was not enough I could repeat it. I don't want to repeat it if I am safe on the record. That is why I asked counsel for a stipulation.

Trial Examiner Lindsay: You are safe if the record reads correctly.

Mr. Clark: I think so too, but I get uneasy out here with too many conversations.

Trial Examiner Lindsay: Any time you get uneasy, just make the objection and I will rule on it again.

Mr. Clark: I would like to object now, then, upon the ground of hearsay so far as this conversation is concerned.

Trial Examiner Lindsay: All right. Then it will not be necessary to constantly argue back and forth about it. Go ahead and make your objection and I will rule on it.

You may answer. You may have an exception.

(The record referred to was read by the reporter, as set forth above.)

Q. (By Mr. Mouritsen): Does that complete your answer? A. Yes.

Trial Examiner Lindsay: Now, I may state that your objection came in after the question had been answered so, in fact——

Mr. Clark (Interrupting): I have no business

(Testimony of E. F. Prior.)

making that objection so far as this conversation is concerned. [92]

Trial Examiner Lindsay: You have a right to make a motion to strike.

Mr. Clark: I am simply calling your attention to the fact that I made the objection, you see, and I was asking your Honor again whether it was understood that my hearsay objection was running toward this line of testimony.

Trial Examiner Lindsay: Yes.

Mr. Clark: All conversations between this gentleman and employees of the company.

Trial Examiner Lindsay: Now, as to the last answer, do you want a motion to strike?

Mr. Clark: I will move to strike it on the same ground.

Trial Examiner Lindsay: The motion is denied. You may have an exception.

Q. (By Mr. Mouritsen): Now, after October 15, 1938, did you from time to time attend union meetings at which were present employees of the J. G. Boswell Company?

A. Not until November 5th of 1938.

Q. And where was that meeting held?

A. At the residence of Mr. O. L. Farr in Corcoran.

Q. Now, with reference to the local union, what action was taken at that meeting?

Mr. Clark: I object upon the ground of no foundation being laid. I suggest we have the persons present and the time and place. [93]

(Testimony of E. F. Prior.)

Trial Examiner Lindsay: The place is in and the date. The meeting was held on November 5, 1938, at the home of Mr. Farr.

Is that correct?

The Witness: Correct.

Trial Examiner Lindsay: Now the question is, who was present.

Does that cover it?

Mr. Clark: Yes, your Honor.

The Witness: I cannot recall all that were present. I know Mr. R. K. Martin, George Andrade, Mr. L. A. Spear, O. L. Farr, and Mr. C. E. Powell—I think those are the correct initials—Elmer Eller and a number of others were in attendance at that meeting, whose names I cannot recall.

Q. (By Mr. Mouritsen): At that time was anything done with reference to the formation of a local union affiliated with the American Federation of Labor? A. Yes.

Q. The answer to that is yes? A. Yes.

Q. Now, what was done with reference—

Mr. Clark (Interrupting): Just a minute—

Trial Examiner Lindsay (Interrupting): Just a minute. He had already answered.

Mr. Clark: I am sorry. I didn't hear. I thought that [94] was counsel anticipating. I am sure you knew the answer would be yes, anyway.

Trial Examiner Lindsay: Now, just a minute. Let us not get into that sort of thing.

Q. (By Mr. Mouritsen): With reference to the

(Testimony of E. F. Prior.)

formation of a local, what was done at that meeting?

A. A charter of the American Federation of Labor, known as the Cotton Products and Grain Mill Workers Local No. 21798 of Corcoran and vicinity, California, was installed to a group of employees of the J. G. Boswell Company.

Mr. Mouritsen: Might this be marked for identification, Mr. Examiner, as Board's Exhibit 4?

Mr. Clark: May I see it?

(Thereupon the document above referred to was received and marked as Board's Exhibit 4 for identification.)

(The document referred to was passed to Mr. Clark.)

Trial Examiner Lindsay: Off the record. [95]

(Discussion outside the record.)

Trial Examiner Lindsay: On the record.

Q. (By Mr. Mouritsen): Now, Mr. Prior, I show you a document that has been marked Board's Exhibit 4 for identification, and ask you if you have ever seen that document before?

A. (Examining document): Yes.

Q. Will you identify that document for us?

A. It is a certificate of affiliation of the American Federation of Labor, granted to the Cotton Products and Grain Mill Workers' Union, Local No. 21798, Corcoran, California.

Q. You said something with reference to a char-

(Testimony of E. F. Prior.)

ter at this meeting of November 5th, 1938, I believe.

I ask you whether or not that charter is the document which you now hold in your hands, and which has been marked Board's Exhibit 4 for identification? A. Yes.

Q. Do you know who made application for that charter?

A. Mr. O. L. Farr, H. M. Wingo, George J. Andrade, R. K. Martin, L. A. Spear, Peter Galvan, G-a-l-v-a-n, Emanuel Escabedo, E-s-c-a-b-e-d-o.

Q. As a physical matter, do you know who sent, or who made application to the American Federation of Labor for the charter that has been marked Board's Exhibit 4? A. Yes.

Q. Who did that? [96]

A. I did that.

Q. And how was that done?

A. By letter setting forth the names of the employees of the Boswell plant to be named on the charter.

Q. To whom did you address the letter?

A. To Edward Vandeleur, Secretary-Treasurer of the California State Council and representative of the American Federation of Labor.

Q. Did you deposit that letter in the mails in the regular manner? A. Air mail, yes.

Q. And did you subsequently receive this document through the mail? A. Yes.

Q. From whom did you receive it, if you know?

A. Sent to me by Mr. Vandeleur.

(Testimony of E. F. Prior.)

Mr. Mouritsen: At this time, Mr. Examiner, I offer Board's Exhibit 4, the document that has been marked Board's 4 for identification.

Mr. Clark: May I have the privilege of asking one or two questions concerning that?

Trial Examiner Lindsay: Yes.

Mr. Clark: Before it is admitted?

Voir Dire Examination

Q. (By Mr. Clark): Mr. Prior, I notice this document is dated [97] October 26th, 1938?

A. Yes.

Q. And contains, under the legend "Certificate of Affiliation," certain names consisting in all of seven names that you have given us?

A. Yes.

Q. Will you please state whether that was the entire membership of this Union on that date?

Mr. Mouritsen: I object to that as incompetent, irrelevant and immaterial——

Mr. Clark (Interrupting): I will submit it.

Mr. Mouritsen (Continuing): ——it doesn't tend to prove or disprove the issues in the matter.

Mr. Clark: What?

Trial Examiner Lindsay: Just a moment.

Now, first of all, there is not an 8 (5) charge, and neither is there an 8 (5) violation named in the complaint and therefore the question of membership does not enter into it.

Mr. Clark: It goes to the authenticity and probability of this document, your Honor. The question is

(Testimony of E. F. Prior.)

as to the men supposed to have been members, whether they were or were not, or whether they were employed by the Company.

Trial Examiner Lindsay: That was not your question.

Mr. Clark: I will reframe it, then. [98]

Q. Mr. Prior, by the insertion of these seven names on this Exhibit, was it intended to set forth the membership of your Union on that date?

A. No.

Q. It was not.

What do these names indicate?

A. They indicate the number of names that were submitted to the American Federation of Labor as applying for the charter, and not less—the charter will not be issued to less than seven.

Q. All right.

And were those names submitted to the American Federation of Labor as being members of the proposed Union? A. Yes.

Q. And as being employees on that date of Boswell and Company? A. No.

Q. And did those names so submitted purport to be the entire membership of the Union?

A. No.

Mr. Mouritsen: I move to strike.

Q. (By Mr. Clark): Was it in fact—may I have the ruling?

Trial Examiner Lindsay: It may stay in.

Q. (By Mr. Clark): Did those names, in fact,

(Testimony of E. F. Prior.)

constitute the entire membership of the Union on that day, namely, October [99] 26th, 1938?

Mr. Mouritsen: I object to the question——

Mr. Clark (Interrupting): Submit it——

Mr. Mouritsen (Continuing): ——on the ground it is incompetent, irrelevant and immaterial, and does not tend to prove or disprove the issues in the matter.

Trial Examiner Lindsay: Sustained.

Mr. Clark: No further questions,—just one further one, your Honor.

Q. Do you know how many employees there were in the Boswell plant on that day?

A. No.

Q. Do you know whether there were more than 100? A. No.

Mr. Clark: May it please your Honor, it is 4:30. I understood that was the hour set for adjournment. I wonder if I might ask for an adjournment at this time?

Mr. Mouritsen: Before we do adjourn, Mr. Examiner, I believe we had not had a ruling on Board's Exhibit 4 for identification. I think that the record would perhaps be clearer if we could.

Mr. Clark: Which is that?

Trial Examiner Lindsay: The one that was offered. I haven't received it yet.

Mr. Clark: I see. [100]

There is no objection.

Trial Examiner Lindsay: Board's Exhibit 4 received in evidence.

(Thereupon, the document above referred to was received in evidence and marked as Board's Exhibit No. 4.)

Trial Examiner Lindsay: We will adjourn until 9:30 in the morning.

(Whereupon, at 4:35 o'clock P. M., May 18, 1939, the hearing was adjourned to 9:30 o'clock A. M., Friday, May 19, 1939.) [101]

Women's Hall
Corcoran, California
Friday, May 19, 1939 [102]

PROCEEDINGS

Trial Examiner Lindsay: Hearing called to order.

Mr. Clark: The Respondents are ready.

Mr. Mouritsen: Ready for the Board.

Mr. Examiner, in checking through the list of—

Mr. Wingrove (Interrupting): May I interrupt just a moment with the Examiner's permission?

Mr. Examiner, I am going to ask for something that I really hate to do, and that is to put on a witness out of order for the Respondent, J. G. Boswell Company. We have a witness who is District Attorney of this County. His testimony will be very short, and the purpose of his testimony will be to show that a committee of the Boswell Company employees called upon him and asked for his advice

as to what they should do, and he advised them that they had a right to form an employees' association, and advised them generally concerning the matter, who they should go to to find out about the matter, and Mr. Walch, the District Attorney, I found out after the complaint had been served—the amended complaint had been served—had already made definite arrangements and had a leave of absence to go back East for about a month, and he is expecting to go tomorrow or the day following, and this will be the only opportunity to put him on the stand unless we take his deposition later.

Trial Examiner Lindsay: If it is agreeable to counsel for [104] the Board, it is agreeable to me.

Mr. Wingrove: I suggest that this afternoon would be agreeable to have him here.

Mr. Mouritsen: I would be happy to cooperate in that respect, Mr. Examiner.

Trial Examiner Lindsay: All right.

Mr. Mouritsen: In checking through the formal file and the transcript of yesterday, Mr. Examiner, I note that I failed to introduce in evidence the third amended charge. I therefore offer as Board's Exhibit 1-F the third amended charge filed in this matter, the jurat of which bears date March 4th, 1939.

Trial Examiner Lindsay: Have you seen the third amended charge?

Mr. Clark: I haven't seen it—yes, I have a copy of it, your Honor. It was served on us.

I think a copy of it did go in yesterday, and it

was next to an affidavit of mailing, wasn't it?

Mr. Mouritsen: No, I think the transcript fails to indicate it was introduced at all.

Trial Examiner Lindsay: It may be received.

(Thereupon, the document above referred to was received in evidence and marked as Board's Exhibit No. 1-F.)

Mr. Mouritsen: Mr. Prior.

E. F. PRIOR,

the witness on the stand at the time of adjournment, resumed [105] the stand and was further examined and testified as follows:

Direct Examination

(Continued)

Q. (By Mr. Mouritsen): Now, Mr. Prior, when you were on the stand yesterday afternoon, I believe that you last testified about a meeting of the Union at which the charter was installed?

A. Yes.

Q. Does—are you acquainted with the objectives and purposes of the Cotton Products and Grain Mill Workers' Union, Local 21798? A. Yes.

Q. Will you state what the objectives and purposes of the Local are?

May it be understood that hereafter when I refer to the Local, I am referring to the Cotton Products and Grain Mill Workers' Union, Local 21798?

Mr. Clark: Oh, yes, surely.

I will object, however, to the question upon the

(Testimony of E. F. Prior.)

ground that the charter or by-laws of the organization is the best evidence as to the objectives and purposes. This gentleman isn't even qualified as being a member of it.

Trial Examiner Lindsay: He may answer.

The Witness: The objects—could I have the question?

(The question referred to was read by the reporter as set forth above.) [106]

Mr. Clark: Just so we may clear this, this Local is the one for which the charter was put in evidence yesterday, isn't that true?

Mr. Mouritsen: That is true.

Mr. Clark: Very well. That will be referred to as the Local from now on.

Mr. Mouritsen: That is correct.

Mr. Clark: So agreed.

The Witness: The purposes of the Local are to organize employees in the industry for which the American Federation of Labor has granted them jurisdiction, which is stated and defined on the charter, and for the purpose of collective bargaining between the Local and the employers whose employees come under the jurisdiction of their charter.

Mr. Clark: I move to strike it out, may it please your Honor, on the ground of the objection previously made, and upon the further ground that it is self-serving and not binding in any way upon any of the Respondents.

(Testimony of E. F. Prior.)

Trial Examiner Lindsay: It may stand. You may have an exception. [107]

Q. (By Mr. Mouritsen): Are you acquainted with the matters—strike that.

Do the employees participate in the activities of the local? A. Yes.

Q. In what manner?

A. They elect their own—

Mr. Clark (Interrupting): Just one moment, your Honor. I will object to that on the ground it is vague and indefinite. The employees are not identified. I assume this organization has members. I tried to bring that out yesterday, and those people are all that we can possibly be concerned with in this case; and more particularly, may it please the Examiner, we are only concerned with the employees of the Boswell Company, that being one of the respondents.

Trial Examiner Lindsay: I believe the question is calling for a history of the organization of the local and its purposes.

He may go into that. You may have an exception.

The Witness: Will you read the question?

(The question referred to was read by the reporter, as set forth above.)

The Witness: They elect their own officers, set up their own constitution and by-laws, subject to approval of the American Federation of Labor, and

(Testimony of E. F. Prior.)

act upon all matters [108] affecting the membership of the organization.

Q. (By Mr. Mouritsen): Has this particular local any committees? A. Yes.

Q. What committees has the local, either appointed or elected?

Mr. Clark: Now, it may be deemed, your Honor, that the objections already made run to this whole line of testimony and I won't interrupt any more.

Trial Examiner Lindsay: Yes.

The Witness: There is a standing committee composed of the elective officers known as the Executive Board of the local.

Q. (By Mr. Mouritsen): Are there any other committees? A. No.

Mr. Mouritsen: May this be marked Board's Exhibit 5 for identification?

(Thereupon the document above referred to was received and marked as Board's Exhibit 5 for identification.)

(The document referred to was passed to counsel.)

Mr. Clark: Isn't there a supplement to that, counsel? Hasn't there been amendments to the American Federation of Labor by-laws?

Mr. Mouritsen: I will have to ask the witness.

Mr. Clark: Otherwise I have no objection to the authenticity. [109]

Q. (By Mr. Mouritsen): Does this particular local have any constitution or by-laws of its own?

(Testimony of E. F. Prior.)

A. No.

Q. Does it operate under any constitution or by-laws of the American Federation of Labor?

A. Yes, sir.

Q. Is this particular local affiliated with any International of the American Federation of Labor? A. No.

Q. What is the type—strike that.

Will you describe the type of local that this local is?

A. The Cotton Products and Grain Mill Workers' Union, Local No. 21798 is known as a directly affiliated local union with the American Federation of Labor.

Q. Now, at this time, Mr. Prior, I show you a document that has been marked Board's Exhibit 5 for identification, and ask you if you have seen that before.

A. (Examining document): Yes.

Q. Will you explain just what Board's Exhibit 5 for identification is?

A. It is the constitution of the American Federation of Labor as amended at the Denver, Colorado, convention, October 4 to 15 inclusive, 1937.

Q. Has there been any more recent amendments to the constitution of the American Federation of Labor that is contained in [110] Board's Exhibit 5?

A. As I recall, there were amendments, and I know that a new constitution was issued in the year—after the convention of 1938. [111]

(Testimony of E. F. Prior.)

Q. I will ask you if the Local in this instance was operating under these provisions of the Constitution of the American Federation of Labor in October, November, December of 1938, and in 1939 to date?

Mr. Clark: I will object to that, may it please the Examiner, on the ground that the witness has told us that a new Constitution was issued containing amendments which are not in the document shown him, and that it is immaterial, therefore, whether this Local was operating under some outmoded constitution or not.

I am perfectly willing for that to go in evidence subject to the engagement of counsel to produce the amendments or any new form of constitution that has been issued.

I know there was one; that is why I raised the question.

Trial Examiner Lindsay: I was just wondering myself whether it isn't a general proposition that anyone operating under a certain formula or set of laws or by-laws or constitution continues to operate until the new by-laws or the new constitution are served upon them and they are instructed to operate under them.

Now, I would like to know which one they are operating under, and I believe that he may answer the question.

Mr. Clark: I don't think—if I may just press the argument a bit further, your Honor—I don't

(Testimony of E. F. Prior.)

think it lies in the mouth of this witness to tell us which constitution of the [112] American Federation of Labor is properly applicable to this organization. We have in evidence a charter from the American Federation of Labor, and I take it that the constitution that is effective so far as that organization is concerned, is the one that governs this Local; and I am saying that that is the Constitution that ought to be offered in evidence. And I object to this witness telling us that this local operated for any time under a prior set of laws if they have been substituted for by a new set.

Trial Examiner Lindsay: This gentleman should know. He helped to organize the Local here, as I understand from his testimony, and was quite active in it from its inception right through.

I believe that the answer may go in.

The Witness: What was the question?

(The question referred to was read by the reporter as set forth above.)

Mr. Clark: Now, for the record, the same objection.

Trial Examiner Lindsay: He may answer, and you may have an exception.

The Witness: At the installation of the Charter of the Local, the amendments of the Constitution as adopted in the convention of the American Federation of Labor in 1938 had not yet been printed, and these, a number of these constitutions were is-

(Testimony of E. F. Prior.)

sued with the charter to the Local; and they are subse- [113] quently notified by letter from the American Federation of Labor of any changes affecting their particular organization that had been adopted by the 1938 convention.

Q. (By Mr. Mouritsen): Of the—strike that.

How long after the installation of the charter was it before you were notified, or received printed copies of the new changes made in the '38 convention?

A. I couldn't say definitely as to the date of that. All of the Federal Locals are notified of them, and we take it more or less as a matter of course. They are read, noted and filed, and the minutes, for reference.

Q. And is this particular Local you designated a Federal local? A. Correct.

Q. Do you have available any copies of the Constitution of the American Federation of Labor which embody the changes made at the 1938 convention of the American Federation of Labor?

A. I could supply one tomorrow morning, or not later than Monday.

Q. Will you please do that? A. Yes.

Mr. Mouritsen: At this time, Mr. Examiner, I offer as Board's Exhibit 5 the document which has been marked Board's Exhibit 5 for identification.

Mr. Clark: There is no objection to that, upon the con- [114] dition, may it please the Examiner, that as part of that Exhibit there will also be made part of this record the new constitution and by-laws testified to by this witness.

(Testimony of E. F. Prior.)

Trial Examiner Lindsay: We will reserve Exhibit Number 6 for that purpose.

Mr. Mouritsen: That will be satisfactory.

Mr. Clark: That will be produced sometime during the hearing.

(Thereupon, the document above referred to was received in evidence and marked as Board's Exhibit No. 5.) [115]

Q. (By Mr. Mouritsen): After the meeting of the local on November 5, 1938, when did you next attend any meetings of the local, if any?

A. On October 16, 1938.

Q. Where was this meeting held?

A. At the residence of O. L. Farr in Corcoran.

Q. Who were present at that meeting of the local?

A. Well, Mr. L. A. Spear, Mr. O. L. Farr, R. K. Martin that I recall, and a number of others, approximately 20 other men.

Q. At that meeting or prior to that meeting had any officers of the local been elected?

A. Yes.

Q. When was that done?

A. At the meeting of November 5, the installation of the charter.

Q. Do you know who were elected officers of the local at the November 5 meeting?

A. Mr. L. A. Spear was elected president, Mr. O. L. Farr was elected vice-president, Mr. R. K.

(Testimony of E. F. Prior.)

Martin was elected secretary-treasurer, and who were the board of trustees and the other officers, I do not now remember.

Q. Were L. A. Spear, R. K. Martin, and O. L. Farr at that time employees of the Boswell Company, to your knowledge? A. Yes.

Mr. Clark: That is objected to — well ———
(Pause) [116]

Q. (By Mr. Mouritsen): Now, returning to the meeting of November 16, 1938——

Mr. Clark (Interrupting): That date is November and not October, I take it?

Trial Examiner Lindsay: We are talking about two different meetings.

Mr. Clark: He first said this was October 16 and then he kept referring to November 5, and he now—I now understand it is November 16. Is that correct?

Trial Examiner Lindsay: I don't understand it that way. I understand that the meeting of November 5 was the one at which the election of officers took place. Now am I correct on that?

The Witness: That is correct.

Trial Examiner Lindsay: That is correct. Now then, this other meeting you are talking about is a different meeting.

Mr. Clark: I understand that.

Trial Examiner Lindsay: He isn't referring to first one and then the other, one meeting of different dates.

(Testimony of E. F. Prior.)

Mr. Clark: Earlier in this witness' testimony, Mr. Examiner, he referred to a meeting of October 16th. I think it was a slip of the tongue and then he said that prior to that date on November 5 this and that happened. Now he comes back and refers to the November 16 meeting. Now as I under- [117] stand it, there are only two meetings that we are discussing at this time, one on November 5 at which the officers were elected and then one on November 16 concerning which you are now telling us.

Is that true?

The Witness: That is in reference to the testimony of this morning.

Mr. Clark: That you are giving now. If the record shows October 16, that is wrong?

The Witness: It should have been November 16.

Mr. Clark: All right.

Q. (By Mr. Mouritsen): Now, returning again to the meeting of November 16, 1938, which I believe you stated was held at the home of O. L. Farr—is that correct? A. Yes.

Q. And I believe you also stated there were approximately 20 people present at that meeting, is that correct? A. Yes.

Q. Now, will you tell us what you said at that meeting on November 16 held at O. L. Farr's residence?

Mr. Clark: Objected to upon the ground it is hearsay and not binding upon any of these respondents and is not probative of any issue in this case;

(Testimony of E. F. Prior.)

further it is not substantial evidence required in the National Labor Relations Act to support a finding by the Examiner.

Trial Examiner Lindsay: Overruled. You may answer the question. [118]

The Witness: May I have the question?

(The record referred to was read by the reporter, as set forth above.)

The Witness: The meeting was regularly called to order and the usual reports of members. It was reported that that day——

Mr. Clark (Interrupting): I move that all that go out as not responsive, Mr. Examiner.

Mr. Mouritsen: Mr. Examiner, I am examining the witness and I will determine whether the answer is responsive.

Mr. Clark: I have a right under our practice to make a motion that this is not responsive.

Trial Examiner Lindsay: Let us quit arguing. You made your objection.

Mr. Clark: That is all I have to say about it, your Honor.

Trial Examiner Lindsay: Yes.

Mr. Mouritsen: Continue, Mr. Prior.

Mr. Clark: May I have a ruling?

Trial Examiner Lindsay: Just a minute. The history of an organization about which we are talking as the Local, here, is material to the issues. Now, he may answer. You may have an exception.

Mr. Clark: That wasn't the point of my objec-

(Testimony of E. F. Prior.)

tion, Mr. Examiner. The objection is on the ground that it is not re- [119] sponsive to this question.

Trial Examiner Lindsay: I understood that other objections were made regarding it.

Mr. Clark: That is true.

Trial Examiner Lindsay: Will you please read the question to the witness?

(The record referred to was read by the reporter, as set forth above.)

The Witness: The regular procedure of those meetings was followed. The meeting was called to order.

Mr. Clark: I move that that go out as not responsive.

Trial Examiner Lindsay: Will you please read the question to the witness?

(The record referred to was read by the reporter, as set forth above.)

Trial Examiner Lindsay: The other may go out.

The Witness: I told the meeting, the members assembled at the meeting, that I would be glad to accompany a committee designated by them in an interview with the management regarding the reported lay-offs and reported intimidations being practiced by the Respondent company.

Q. (By Mr. Mouritsen): Prior to that time at that meeting had anybody reported that there had been intimidation or discrimination?

A. Yes. [120]

(Testimony of E. F. Prior.)

Q. Who had made such report at the meeting?

Mr. Clark: Of course I object to this on the ground it is hearsay, and may I have today, or may it be understood, that throughout the entire proceeding we have the same understanding with respect to hearsay objections, namely, that I am making them to each conversation between this gentleman and any——

Trial Examiner Lindsay (Interrupting): I suggest you make them as we go along, because here is what is happening: I granted the matter of a continuous objection, and then I am forced with going over it again, anyway, so we are covering it about three times.

Mr. Clark: I think I better make them, your Honor.

Trial Examiner Lindsay: You make your objections.

Mr. Clark: I make the objection upon the ground of hearsay to this conversation.

Trial Examiner Lindsay: Yes.

Mr. Wingrove: Might it be deemed the objections interposed by Mr. Clark are on behalf of all Respondents?

Mr. Clark: That is understood.

Trial Examiner Lindsay: Yes. There isn't anything understood that isn't fully on the record, so I think Mr. Attorney's suggestion is correct.

Mr. Mouritsen: I believe there was a question pending.

(Testimony of E. F. Prior.)

Trial Examiner Lindsay: Now, let us get down to an examination of this witness. [121]

Read the question, please?

(The record referred to was read by the reporter, as set forth above.)

Mr. Clark: There is a previous question objected to upon the ground it is hearsay, that it had been reported.

Trial Examiner Lindsay: Will you read the question again, please?

(The record referred to was read by the reporter, as set forth above.)

Trial Examiner Lindsay: Now, did I understand you to mean you have an objection to this last question, Mr. Clark?

Mr. Clark: Well, I haven't objected to the last question, Mr. Examiner, but I have been laboring under the impression that we had a general understanding regarding these objections. Now we have abandoned that, and I am making them specifically, so I asked your Honor if it could be deemed I had objected to the previous question, if that may be read.

Trial Examiner Lindsay: Mr. Clark, just a minute. Off the record.

Mr. Clark: I would rather have your Honor's statement on the record with respect to these rulings.

(Testimony of E. F. Prior.)

Trial Examiner Lindsay: This isn't a ruling. I am just trying to explain something. Off the record.

(Discussion outside the record.)

Trial Examiner Lindsay: We will have a recess for a [122] few minutes.

(At this point a short recess was taken, after which proceedings were resumed, as follows.) [123]

Trial Examiner Lindsay: The hearing is called to order.

May we have the last question?

(The question referred to was read by the reporter, as set forth above.)

Trial Examiner Lindsay: Was there an objection to that question?

Mr. Clark: I don't think that is objectionable, just the name.

My answer to your question is no. There is no objection to it.

Trial Examiner Lindsay: All right.

The Witness: I don't recall exactly who made just—just which individual made the reports.

Q. By Mr. Mouritsen: At that meeting was a committee appointed or elected to confer with the management? A. Yes.

Q. Who—strike that.

How was it done? By election or appointment at that meeting?

A. As I recall, they were elected.

Q. And who were elected to that committee?

(Testimony of E. F. Prior.)

A. Mr. Spear, Mr. Farr, and Mr. Martin, and myself.

Q. Was anything further done at that meeting with reference to a conference with the management? [124]

A. No.

Q. Did the committee after that time meet with the management?

A. Yes.

Q. When did they meet with the management?

A. The following morning.

Q. Where did they meet?

A. In the office at the Corcoran plant.

Q. Were any representatives of the union present?

A. Yes.

Q. Who were present?

A. Mr. Gordon Hammond.

Q. Were the four members of the committee that you named present at the meeting also?

A. Yes.

Q. Was anyone else present other than Mr. Hammond?

A. No.

Q. Now, what did the—strike that. Who acted as spokesman for the committee?

A. I did.

Q. And who did Mr. Hammond act as—did Mr. Hammond act as spokesman for the company?

A. Yes.

Q. What did you say to Mr. Hammond and what did he say to you at that conference? [125]

A. I told Mr. Hammond that we had been instructed to confer with the management and endeavored to work out some plan to try to avoid any

(Testimony of E. F. Prior.)

greater lay-off of the men than necessary and to discuss the possibility of reducing the hours from 12 and more to around 8 hours a day.

Mr. Hammond stated that he would give that consideration and see if something couldn't be worked out or that a reduction of the hours could be had; and, therefore—or thereby avoid laying off any more men than was absolutely necessary.

Q. At that conference was anything said about an increase of wages?

A. Mr. Spear stated that the membership of the union was not asking for any increase in pay at that time, that they were all familiar with the fact that there was a shorter cotton crop that year and familiar with the conditions, and the primary interest was in trying to provide as much employment for the season for as many employees as possible. [126]

Q. At that conference, was the name of either Tom or Joe Hammond mentioned? A. Yes.

Q. Who mentioned it?

A. Mr. Spear told Mr. Hammond that the committee had also been instructed to take up the allegation that Mr. Tom and Joe Hammond were making intimidating remarks in regard to the organization, to the employees, and that they felt out of fairness that that should cease.

Q. Did Mr. Gordon Hammond say anything at that time?

A. At that time Mr. Hammond stated that he—that neither Mr. Tom Hammond or Mr. Joe Ham-

(Testimony of E. F. Prior.)

mond had the right to hire or fire the employees for the Company; and I asked Mr. Hammond if they did not—if he did not issue the instructions, the operations, the various operations, that he expected carried out in the various departments, to Mr. Tom and Mr. Joe Hammond, and if he did not hold them responsible for seeing that those instructions were carried out.

Q. Did Mr. Hammond make a reply?

A. Mr. Hammond said that was correct.

Q. Do you recall anything further that was said at that conference either by yourself or any other member of the committee, or Mr. Gordon Hammond?

A. Mr. Gordon Hammond stated that he would talk to Mr. Tom and Mr. Joe Hammond in regard to any intimidating remarks that [127] they were alleged to have made.

Q. Was anything further said at the conference?

A. No.

Q. When did you next have any dealing with any representative of the Company? A. (Pause.)

Mr. Mouritsen: Will it be understood when I refer to the Company I refer to the J. G. Boswell Company?

Mr. Clark: Surely.

The Witness: The next conversation was a telephone conversation with Mr. Louis Robinson on November—the night of November 18th.

Q. By Mr. Mouritsen: Prior to the telephone

(Testimony of E. F. Prior.)

conversation with Mr. Louis T. Robinson, had you had a conversation with any employees of the Company? A. Yes.

Q. Where did that conference take place?

A. Bakersfield.

Q. Other than yourself, who were present?

A. Mr. R. K. Martin and Mr. O. L. Farr.

Q. And where in Bakersfield did this conference take place?

A. It started at about a block and a half from the Greyhound Bus station, and on and into the Greyhound Bus station in Bakersfield.

Q. What was the date of the conversation with the employees? [128]

A. November 18th, 1938.

Q. Yes.

Was anything said in this conference relative to the employees' relations with the J. G. Boswell Company? A. Yes.

Q. Will you state what was said in that conversation by yourself and by these other men you have named?

Mr. Clark: Just a minute. I object to that as hearsay and not substantial evidence required to support the findings in a proceedings of this kind.

Trial Examiner Lindsay: He may answer, and you may have an exception.

The Witness: Mr. Farr and Mr. Martin told me that the employees and foremen of the plant had

(Testimony of E. F. Prior.)

evicted all of the known Union men that were employed that morning at 10:00 o'clock in the plant.

Mr. Clark: May I have that answer read back?

Trial Examiner Lindsay: Read the answer.

(The answer referred to was read by the reporter, as set forth above.)

Q. By Mr. Mouritsen: Now, Mr. Prior, you heard the reading of the answer.

Was that the statement you intended to make?

A. No.

Q. I will ask you to give again the conversation that you had [129] with Mr. Farr at that time?

Mr. Clark: Same objection on the ground it is hearsay.

Trial Examiner Lindsay: Same ruling.

The Witness: Mr. Farr and Mr. Martin told me that morning at 10:00 that a group of employees and a number who were not employees of the Company, along with the foremen of the Company, had evicted the Union members who were in the plant working at that time.

Mr. Mouritsen: May I have that answer read?

Trial Examiner Lindsay: Read the answer.

(The answer referred to was read by the reporter, as set forth above.)

The Witness: I should have stated that that morning—can the first part of the answer be read again?

(Testimony of E. F. Prior.)

Trial Examiner Lindsay: Read the answer, Mr. Reporter.

(The answer referred to was read by the reporter, as set forth above.)

Q. By Mr. Mouritsen: With reference to that answer that you have had read, at what time did the 10:00 o'clock that you mentioned refer to? The time of the conversation with Mr. O. L. Farr and Mr. Martin, or the time when these employees had been evicted, as they stated?

A. To the time that the employees had been evicted from the plant. [130]

Q. And at what time, approximately, did you have this conversation with O. L. Farr and Martin?

A. At approximately 6:30 in the evening.

Trial Examiner Lindsay: Of the same day?

The Witness: Of the same day.

Mr. Clark: And at Bakersfield, as I understand it?

The Witness: And at Bakersfield.

Q. By Mr. Mouritsen: Now, subsequent to that time did you have a conversation with Mr. Louis T. Robinson? A. Not before that time, no.

Q. After that time? A. Yes.

Q. Approximately how long after, that is, after your conversation with Farr and Martin?

A. At approximately 7:00 o'clock I called Mr. Robinson on the telephone.

Trial Examiner Lindsay: That same night?

The Witness: That same evening.

(Testimony of E. F. Prior.)

Q. By Mr. Mouritsen: And where did you call Mr. Robinson? At his home or at the company's plant in Corcoran?

A. I called for Mr. Louis T. Robinson—placed a person to person call at Mr. Louis T. Robinson's residence.

Q. And did you get in touch with Mr. Robinson after you made the call?

A. He stated it was Mr. Robinson speaking. [131]

Q. And this conversation was had over the telephone, is that correct? A. Yes.

Q. Now, what did you say to Mr. Robinson and what did he say to you? That is, in that conversation?

A. I told him that a committee of the employees had informed me of the occurrence that had happened that morning at 10:00 o'clock and that there was no doubt some misunderstanding both between the management and all of the employees, and that I would be very glad to meet with the management and the employees and try to adjust and assist in arriving at a complete understanding of any differences or misunderstanding that might be had.

Mr. Robinson stated that he knew very little about the incident, that the employees were holding a meeting that night and he was going to wait until he had a report from them before he did or said anything.

I told Mr. Robinson that I felt the situation, if not already serious, would probably become serious,

(Testimony of E. F. Prior.)

and it was probably a responsibility of all parties to try to come to an understanding on the issues. And he stated that he didn't see that there was anything he could do about it.

I told Mr. Robinson that these men that had been evicted were members of the American Federation of Labor and that if the employees of the company were wanting to take on a fight, [132] that we were not backing away from it. To which Mr. Robinson said that he didn't know what I was talking about; and the conversation ended.

Q. After that time did you have any further conferences with representatives of the company?

A. Yes.

Q. When next did you have a conference with representatives of the company?

A. The next morning on November 19, 1938.

Q. Where was this conference held?

A. In the northeast office of the office building, at Corcoran.

Q. Were any representatives of the union present?

A. Yes.

Q. Who was present representing the union?

A. Mr. R. K. Martin and Mr. Spear.

Q. And were you yourself present?

A. Yes.

Q. Was anyone present representing the company?

A. Mr. Gordon Hammond and Mr. Louis Robinson.

(Testimony of E. F. Prior.)

Q. Was anyone else present at that conference other than the men you have already named?

A. No.

Q. Will you state what was said by representatives of the union and by representatives of the company at that confer- [133] ence?

A. I told Mr. Robinson and Mr. Hammond that the nature of our call was to try to have some understanding as to the trouble that occurred the following day—or the previous day, and to endeavor to have the men who had been evicted from the plant placed back on the payroll and the entire matter ironed out.

Mr. Robinson stated that the men had acted—or that the employees had acted and that there was nothing he could do about it.

I asked Mr. Robinson if we were expected to deal with the management or the employees, that in previous negotiations or understandings that had been taken up with the other companies by the management, that that had been the procedure; that we were changing the procedure here and for him to state and we would be very glad to meet and discuss the matter with the employees.

He said that there was nothing he could do other than for Mr. Hammond and himself to feel out the sentiment of the employees and see how they felt about these men returning to work.

I asked Mr. Robinson about how long he thought it would be before he knew and he stated that he would do the best he could.

(Testimony of E. F. Prior.)

I told him that the matter was serious, probably more [134] serious than the management or the employees realized, and that we would like to know by not later than 12:00 o'clock as to what action was going to be taken. And then the conference *end*.

Q. At approximately what time of the day was this conference held?

A. Approximately between 9:30 and 11:00.

Q. Did you hear from Mr. Robinson prior to 12:00 o'clock on that day? A. No.

Q. Did you hear from Mr. Robinson at all on that day? A. No.

Q. After the—after you failed to receive any answer by 12:00 o'clock, did the local take any action with respect to the company? A. Yes.

Q. What action was taken by the union?

A. They voted to place a boycott against the company and its products.

Q. After your conference on November 19, 1938, did you have any further conference with representatives of the company? A. Yes.

Q. When next did you have a conference with the—with a representative of the company? [135]

A. (Pause) On or about November 25.

Q. Of what year? A. 1938.

Q. Where was this conference held?

A. In the office of Mr. J. G. Boswell on Spring Street in Los Angeles.

Q. Who were present at that conference?

A. Mr. J. G. Boswell and another member of

(Testimony of E. F. Prior.)

the firm whose name I do not recall.

Q. And yourself? A. Myself.

Q. Those were the only three persons present, is that correct? A. Yes.

Q. What did you say to Mr. Boswell at that time and what did he say to you?

A. I told Mr. Boswell it was the opinion of the union that the whole matter was a case of misunderstanding; that the company no doubt misunderstood the motives of the organization, and that probably a number of the men, the employees of the plant, were misinformed, and we would be very—we were very anxious to sit down with him and try to have a complete understanding of all of the issues and to have the matter settled.

Q. Did Mr. Boswell say anything? [136]

A. Mr. Boswell told me that if organizations were going to attack the company and tie up their products and use goon squad tactics, that they would probably have to affiliate themselves with some organization for their protection, and as far as the trouble at Corcoran, that the local management was competent to handle that and it was in their hands.

Q. Was anything further said that you recall?

A. No.

Q. After November 25, 1938, or about that date, did you have any further conferences with representatives of the company? A. Yes.

Q. When did you next have a conference with a representative of the company?

(Testimony of E. F. Prior.)

A. On or about November 27.

Q. What year?

A. 1938. Mr. Spear and myself called at the plant or the office of the Corcoran plant and asked to see Mr. Robinson. We were informed that Mr. Robinson was out and had a conference with Mr. Gordon Hammond.

Q. And who was—was anyone else present other than you, Mr. Spear, and Mr. Robinson, or Mr. Hammond, pardon me.

A. No.

Q. Did this conference take place in the office of the company? [137]

A. Yes.

Q. And that is the office here in Corcoran, is that correct?

A. Yes.

Q. Now, what was said by you and what was said by the other persons present at this conference?

A. Well, we told Mr. Hammond that we wanted to discuss the matter, that it was not our desire to have to continue the prosecution of the boycott and of these misunderstandings and trouble; it was not beneficial to either the organization or the company, and that we would like to work out something agreeable to all parties to settle the issue.

Mr. Gordon Hammond stated that he was very sorry that the whole thing had happened; that had he been in the plant that day that it probably would not have occurred; that it was out of his hands, that he was an employee of the company and that he might be dismissed the same as any other employee of the company, and that he would have to see Mr.

(Testimony of E. F. Prior.)

Robinson as to taking the men back on the payroll.

Q. Do you recall anything further that was said at that conference?

A. I asked Mr. Hammond if he would arrange a conference with Mr. Robinson for us the following day, and he said that he would try to.

Q. Did you hold a conference with Mr. Robinson the follow- [138] ing day? A. Yes.

Q. Who were present at that conference?

A. Mr. R. K. Martin, Mr. Louis T. Robinson, and myself, at Mr. Louis T. Robinson's office.

Q. And what did you say to Mr. Robinson at that time and what did he say to you?

A. I told Mr. Robinson that we wanted to discuss the matter of these men being replaced on the payroll; we felt that they had been discriminated against and that if someone in authority stated that there was to be no arguments on the job, that as far as the other employees were concerned that there would be no opposition. Mr. Robinson wanted to know who the men were that we referred to that should be placed back on the payroll, and I named, started to name the men. I named Mr. Spear and he said that as there was work from time to time that they could use Mr. Spear; that there had been times during the time of November 18 to that date that he would have worked a few days. [139]

He wanted to know who was next. I named Mr. R. K. Martin and Mr. Robinson laid his pencil on the desk and said, "Well, Mr. Martin's machine is

(Testimony of E. F. Prior.)

just shut down and we cannot use Mr. Martin. We might at some time in the future, but we don't have any idea when."

I told Mr. Robinson if that was the attitude in regard to Mr. Martin, that we could not have some understanding as to him, as well as all the rest of them, there was no need of naming any further, and the conference ended.

Q. After that conference, did you have any further conferences with the management?

A. Yes.

Q. With representatives of the Company?

A. Yes.

Q. When next did you have a conference with representatives of the Company?

A. January 17th, 1939.

Q. Where was that conference held?

A. In the office of Mr. Louis T. Robinson at the Corcoran plant.

Q. Were any representatives of the Union present? A. Yes.

Q. Will you please name them?

A. As I recall, there was Mr. L. A. Spear, Mr. O. L. Farr, R. K. Martin, George Andrade, Mr. Johnston, Mr. Walter Winslow [140] and myself. I believe that is all that were present at that meeting representing the Union.

Q. Were any representatives of the Company present? A. Yes.

Q. Will you name them, please?

(Testimony of E. F. Prior.)

A. Mr. Louis Robinson and Mr. William Boswell.

Trial Examiner Lindsay: May I beg your pardon just a moment? I didn't get the date of the last meeting.

Mr. Mouritsen: I believe he stated on or about January 17th, 1939.

Q. Were any employees of the Company present? A. Yes.

Q. Will you name them, please?

A. Mr. Bill Robinson and Mr. Kelly Hammond.

Q. Were any other people present at the conference? A. Yes.

Q. Who?

A. Mr. Maurice Howard, Field Examiner for the National Labor Relations Board, 21st Region.

Q. What did the representatives of the Union say at that meeting?

A. The representatives of the Union stated that on November the 18th, that Mr. Bill Robinson and Kelly Hammond had shut down some of the machinery in the gins at the time the eviction occurred, the eviction of the Union employees on November 18th, [141] 1938.

Q. Did Mr. Bill Robinson or Mr. Kelly Hammond say anything at that time?

A. They at first denied that they had shut down, cut the power off on any of the machinery.

Mr. Clark: Just one moment, Mr. Examiner. Do I understand that this statement was made at the

(Testimony of E. F. Prior.)

conversation? The witness said they had first denied—you mean they denied it there, or on some other occasion?

Mr. Mouritsen: I think counsel is misinterpreting the statement. If I understood the witness——

Trial Examiner Lindsay (Interrupting): Just a moment. We will read back the record.

(The record referred to was read by the reporter, as set forth above.)

The Witness (Continuing): But later admitted that they did cut the power off the machinery and stopped it.

Q. (By Mr. Mouritsen): Did the representatives of the Company say anything at that conference?
A. Yes.

Q. Which of the representatives?

A. Mr. Robinson.

Q. What did he say?

A. He stated that neither Mr. Bill Robinson or Mr. Kelly Hammond were authorized to cut the power off of the machinery, [142] and that no one had been authorized on behalf of the Company to interfere with the operations of the plant.

Q. Was anything else said at that conference that you recall?

A. Not that I recall.

Q. After this conference, on or about January 17th, 1939, did you have any further conference with representatives of the Company?

(Testimony of E. F. Prior.)

A. Yes.

Q. When next did you have such a conference?

A. The following day, January 18th, 1939.

Q. Where did that conference take place?

A. In Mr. Louis Robinson's office.

Q. Were any representatives of the Union present?

A. Myself

Q. A representative of the Company present?

A. Mr. Louis Robinson.

Q. Was anyone else present?

A. No.

Q. What was said by you, and what was said by Mr. Robinson at that conference?

A. I stated to Mr. Robinson that Mr. Maurice Howard had advised that I have a conference with him for the purpose of determining whether or not Mr. Robinson's attitude and opinion had changed in reference to the refusal to reinstate the men that [143] had been discharged prior to November 18th, and those that had been evicted from the plant on November 18th, and Mr. Robinson so stated that his opinion had not changed, that he had not changed his position.

Q. After that time did you have any further conferences with any representatives of the Company?

A. No.

Q. During the year 1939, did the Local place any pickets about the plant of the Company in Corcoran?

A. Yes.

Q. Prior to the placing of the pickets at the Company's plant in Corcoran, did you ever discuss

(Testimony of E. F. Prior.)

such a matter with the District Attorney of Kings County? A. Yes.

Q. When did you have such a conference?

A. (Pause). On or about January the 21st.

Q. Of what year? A. 1939.

Q. Where did the conference take place?

A. In the District Attorney's office at Hanford, California.

Q. Other than yourself, who were present at the conference? A. Mr. Elgin Ely.

Q. Who is Mr. Elgin Ely?

A. A member of the Local.

Q. Was he at that time an employee of the Boswell Company, [144] to your knowledge?

A. No, he was not.

Q. Was he a former employee of the Boswell Company, to your knowledge? A. Yes.

Q. Who else was present?

A. Mr. Roger Walch, the District Attorney, had Mr. Springer, Chief of Police of Corcoran, on the wire listening in to all of the conversation.

Q. What do you mean——

Mr. Clark (Interrupting): What was that last?

Q. (By Mr. Mouritsen): What do you mean by "on the wire"?

Trial Examiner Lindsay: Read the last answer, please?

(The record referred to was read by the reporter, as set forth above.)

(Testimony of E. F. Prior.)

Q. (By Mr. Mouritsen): Now, what do you mean by that statement, please?

Trial Examiner Lindsay: Now, you asked for it to be read, Mr. Clark. Would you like to have it read now?

Mr. Clark: I would like to have it read now, your Honor.

(The record referred to was read by the reporter, as set forth above.)

Mr. Mourtsen: Are you through, Mr. Clark?

Mr. Clark: Yes.

Q. (By Mr. Mouritsen): What do you mean by the statement that [145] he had Mr. Springer listening in? How was that done?

A. Apparently there was a hook-up on an inner office communication system in connection with the Telephone Exchange between the District Attorney's office, and Sheriff's office, and the Chief of Police here in Corcoran.

Q. Well, did he state to you that he was connecting it up so that Mr. Springer could listen in?

A. Yes.

Q. Now, will you state the conversation that you had with Mr. Walsh on that occasion?

Mr. Clark: Just one moment, Mr. Examiner. Am I to understand this was a telephone conversation? I thought the witness testified to a meeting.

Trial Examiner Lindsay: Yes, that was my understanding. You were in the office with the District Attorney?

(Testimony of E. F. Prior.)

The Witness: Yes.

Trial Examiner Lindsay: Off the record.

(Discussion outside the record.)

Trial Examiner Lindsay: On the record. [146-147]

Q. (By Mr. Mouritsen): Will you continue, Mr. Prior, to state the conversation that you had with Mr. Walch on that occasion.

A. I told Mr. Walch that our—

Mr. Clark (Interrupting): Just one minute. I object to this on the ground it is hearsay, not binding upon any of these respondents, your Honor.

Trial Examiner Lindsay: He may answer.

The Witness: I told Mr. Walch that we had called on him for a conference to determine the nature of the picketing ordinances of Kings County. Mr. Walch told me, he said, "As you know, Mr. Prior, we have a very strict picketing ordinance in Kings County and that in every instance we are going to rule against you."

I said, "That is fair enough, Mr. Walch. We are used to playing the game that way. You make the rules and we will play the game and I will assure you that the local that I represent will not at any time, if it is humanly possible, to avoid, step over the law as you define it.

Q. (By Mr. Mouritsen): Well, had there been any discussion as to what constituted legal or illegal picketing under the ordinances of Kings County at that conference?

A. Not up to that point of the conversation.

(Testimony of E. F. Prior.)

After that we took the picketing ordinance, section by section, and Mr. Walch gave us his ruling on each section, or told us in re- [148] sponse to questions that I asked him regarding it, what were our rights and what things if we did that we could expect prosecution on.

Mr. Clark: May it please the Examiner, I move to strike out this conversation upon the further ground—in addition to the hearsay objection—that it is incompetent, irrelevant and immaterial in this case, there being no connection shown between the District Attorney and any of the respondents and the District Attorney not being subject to this investigation, that is, not being named as one of the respondents in this investigation.

Trial Examiner Lindsay: The motion is denied. Would you like a recess?

Mr. Clark: Yes, I would, Mr. Examiner.

Trial Examiner Lindsay: A ten-minute recess.

(At this point a short recess was taken, after which proceedings were resumed as follows:)

Trial Examiner Lindsay: The hearing is called to order. Gentlemen, will you come up here just a minute?

(Conference between counsel and the Trial Examiner.)

Trial Examiner Lindsay: You may proceed.

Q. (By Mr. Mouritsen): I believe when we were last in session that you were testifying regard-

(Testimony of E. F. Prior.)

ing the conference you had with Mr. Walch. Do you recall anything further that was said at that conference either by yourself or anyone else after you [149] went through the picketing ordinance and he explained to you what would be allowed and what would not be allowed under the ordinance?

Mr. Clark: Objected to as hearsay and not binding on any of these respondents.

Trial Examiner Lindsay: You may answer.

The Witness: I do not recall any further conversation.

Q. (By Mr. Mouritsen): Now, as I recall, you testified that that conference was on or about January 21, 1939. How long after that was picketing instituted at the company's plant in Corcoran?

A. On or about January 23, 1939.

Q. Prior to the institution of the picketing was any meeting of the union or its members held?

A. Yes.

Q. When was that?

A. In the evening of January 21, 1939.

Q. Where was that held?

A. In my room at the Occidental Hotel in Corcoran.

Q. Who were present at that meeting?

A. Mr. Spear, Mr. Powell, Mr. Johnston, Mr. Martin, Mr. Wingo, Mr. Andrade, are all that I recall.

Q. At that meeting was anything said about picketing the Corcoran plant? A. Yes. [150]

(Testimony of E. F. Prior.)

Q. State what was said by yourself and what was said by the others present regarding the picketing of the company's plant at Corcoran.

Mr. Clark: Objected to as hearsay and not in any way binding on any of the respondents in this hearing, self-serving, incompetent, irrelevant, and immaterial.

Trial Examiner Lindsay: He may answer.

The Witness: I explained to the members that we had not gone to the trouble of picketing for the purpose of informing the various union members of other organizations who would be going in and out of the plant of the trouble between the company and the union for the reason that we had not desired to tie up the business and products of the company to any greater extent than was absolutely necessary, because after the trouble was over we would have to, as an organization, work the reverse and get out and try to rebuild the business; that inasmuch as the company was taking a very arbitrary stand and would not consider any means of settling or adjusting the disagreement, we felt that it would be necessary to place the pickets down there and make the boycott still more effective.

And the membership of the organization present voted to take that action.

Q. (By Mr. Mouritsen): At that meeting was the method of picketing discussed? [151]

A. Yes.

Q. What was said regarding the method of picketing?

(Testimony of E. F. Prior.)

Mr. Clark: Same objection, your Honor, namely, that it is hearsay and not binding on any of the respondents to this proceeding, and it is self-serving.

Trial Examiner Lindsay: You may answer.

The Witness: I explained the conference had with the District Attorney that same morning and that it was felt by the District Attorney and——

Mr. Mouritsen (Interrupting): Can you speak a little higher, Mr. Prior? I can hardly hear you.

The Witness: It was felt by the District Attorney, Mr. Ely and I had agreed with him, it would be the best procedure to place two men in an automobile near the entrance of the company's plant with a sign reading, "A. F. of L. picket car" placed on the car used for picketing, and that method was adopted. [152]

Mr. Clark: May it please the Examiner——

Trial Examiner Lindsay (Interrupting): It may be stricken.

Mr. Clark: I understand that these are the statements made by this gentleman to the members of the Union at a meeting.

Trial Examiner Lindsay: That is right.

Q. (By Mr. Mouritsen): After that, I believe you stated prior to this time that the picketing was instituted on or about January 23rd, 1939; is that correct? A. Yes.

Q. Were you present at the plant when the picketing was first started? A. Yes.

(Testimony of E. F. Prior.)

Q. Will you describe, please, what the picketing consisted of that you saw on January 23rd, 1939?

A. Two of the members, George Andrade and Walter Winslow and myself drove down to the plant and parked the car immediately East of the scales of the Boswell plant near the power pole that is just to the South, on the South edge of the scale platform about a foot or a foot and a half East of the power pole, to be sure that we were not on the Company's property.

The sign was placed on the car, and as trucks came in with merchandise or came in to receive merchandise, there was an opportunity, without stepping directly in front of them—[153] we stepped out of the car and explained the controversy between the Union and the Company and requested their cooperation.

Q. Now, after the picketing was instituted, did you ever receive any reports regarding the pickets or the picketing at the plant?

A. Yes.

Q. When did you next hear regarding the pickets or picketing at the plant?

A. The morning of January 30th, 1939.

Q. And where were you when you next heard about the picketing at the plant?

A. In the office of the San Joaquin Cotton Oil Company at Bakersfield.

Q. And how did you hear regarding the picketing, or what did you hear regarding the pickets and the picketing at the plant?

(Testimony of E. F. Prior.)

A. I was informed by telephone——

Q. (Interrupting): Who informed you by telephone? A. Mr. Hatfield.

Q. Who is Mr. Hatfield.

A. Secretary-treasurer of the Teamsters' Local at Bakersfield.

Q. What did he tell you?

Mr. Clark: I object to that upon the ground it is hearsay and is not binding upon any of the Respondents to this proceeding. [154]

Trial Examiner Lindsay: He may answer.

The Witness: He told me he had received a telephone call from Mr. Martin, Secretary of the Local at Corcoran, that approximately 200 farmers had come down and ran the pickets off of the picket line and that I had better get up to Corcoran right away.

Q. (By Mr. Mouritsen): Did you then proceed to Corcoran? A. Yes.

Q. Did you see Mr. Martin? A. Yes.

Q. Where did you see him?

A. At his home in Corcoran.

Q. Other than yourself and Mr. Martin, were any other persons present? A. Yes.

Q. Who else were present?

A. Mr. Steve Griffin, Mr. Johnston, Mr. Martin, Mr. Elgin Ely and one of the other Ely boys whose initials I don't recall. I will have to identify him as the one known as "Fat boy Ely."

Trial Examiner Lindsay: Just talk a little louder, please.

(Testimony of E. F. Prior.)

The Witness: And a number of other members of the organization.

Q. (By Mr. Mouritsen): Did you at that time have a conver- [155] sation with Mr. Martin regarding the pickets or picketing out at the Company's plant? A. Yes.

Q. What conversation did you have at that time with Mr. Martin?

Mr. Clark: Objected to as hearsay, and not binding upon any of the Respondents to this proceeding, self-serving.

Trial Examiner Lindsay: He may answer. You may have an exception.

The Witness: I asked Mr. Martin for the details of what had happened. Mr. Martin told me that Mr. Eugene Ely had told him that there was a mob of farmers accumulating at the Boswell plant, and that the two of them had driven down to the plant and driven as near to the pickets' car as it was possible, through the crowd of men gathered there; that one of the men opened—that is, one of the crowd gathered there—opened the car door and asked the question, "Is this some more of them?"

And another man on the other side of the car said, "Yes, sir, I have seen these fellows."

They were told to turn around and get out of town. Mr. Martin reported that he asked just who was doing this, who was responsible for this, and a number of them stated "We, the Associated Farmers, and we represent 1200 more."

(Testimony of E. F. Prior.)

Mr. Martin stated, "That is all we want to know," and [156] turned around and came back to his house.

Trial Examiner Lindsay: You will have to keep your voice up. I can't hear all of it.

The Witness: Pardon me.

Q. (By Mr. Mouritsen): Now, after this conference with Martin and the other people that you mentioned, did you or——

Mr. Clark (Interrupting): May it please your Honor, I think with respect to this conversation, simply because of an over-abundance of caution, I will move to strike it out on the same grounds previously urged in support of the objection, namely, it was hearsay, not once removed but several times removed and not the substantial evidence required under the Act to support any finding in a proceeding such as this.

Trial Examiner Lindsay: Motion denied.

Q. (By Mr. Mouritsen): Now, after that conference, did the Local take any action with reference to this incident regarding the pickets?

A. Yes.

Q. What action was taken by the Local with reference to this incident regarding the pickets?

A. A telegram was sent to the Governor's office of the State of California.

Q. By whom was that sent?

A. By myself.

Q. And do you have the telegram or a copy of the telegram? [157]

(Testimony of E. F. Prior.)

A. I think it is in my file.

Q. Will you obtain it?

Mr. Clark: Might I add to the objection just made, your Honor, with respect to that specific conversation, also the objection is grounded upon the proposition that any such conversation had between this gentleman and Martin—I believe the other party was—cannot be binding upon the Associated Farmers, no authority having been shown for the statement purportedly made. I simply want the record to show that as added to the objection.

Trial Examiner Lindsay: The testimony may stand.

The Witness: Yes, I have a copy of it.

Mr. Mouritsen: May I have it, please?

(The document referred to was passed to Mr. Mouritsen.)

Mr. Mouritsen: May this be marked——

Trial Examiner Lindsay (Interrupting): Board's
7——

Mr. Mouritsen (Continuing): ——for identification.

(Thereupon, the document above referred to was marked as Board's Exhibit No. 7 for identification.) [158]

Trial Examiner Lindsay: May I see that?

(The document referred to was passed to the Trial Examiner.)

(Testimony of E. F. Prior.)

Q. (By Mr. Mouritsen): I believe you stated that you sent a telegram to the Governor regarding the picket incident, is that correct? A. Yes.

Q. Do you know what happened to the original of that telegram?

A. It was left in the—given to the operator in the Santa Fe Depot in Hanford, California.

Q. Do you know whether or not that original telegram was delivered to the Governor's office?

A. I received a telephone call from the Governor's secretary that night—

Mr. Clark (Interrupting): Now, may I ask that that go out as not responsive, your Honor? The question asks whether he knows.

Trial Examiner Lindsay: Yes, and answer the question yes or no.

The Witness: Yes.

Q. (By Mr. Mouritsen): How do you know that?

A. The Governor's secretary telephoned me in response to the telegram that same night.

Q. And who is the Governor's secretary? [159]

A. Kenneth Fulton.

Q. I show you Board's Exhibit 7 for identification and ask if you have seen that before.

A. (Examining document): Yes.

Q. Will you identify it, please.

A. (Examining document): Yes, I wrote it.

Q. When did you write it?

A. The evening of January 30, 1939.

(Testimony of E. F. Prior.)

Q. And was this Board's Exhibit 7 for identification given to the telegraph operator or was another document handed to the telegraph operator?

A. Another document that this was copied from.

Q. And when did you make the copy?

A. (Pause)

Q. Before or after you made the other document that was handed to the telegraph operator?

Trial Examiner Lindsay: Just a minute. Your question is misleading. Strike that question and reframe it.

Q. (By Mr. Mouritsen): Did you make Board's Exhibit 7 for identification before or after you made the other document that you handed to the telegraph operator?

A. Immediately after.

Q. And do you know of your own knowledge whether or not this is an exact copy of the document that you handed to the telegraph operator?

[160]

Trial Examiner Lindsay: Answer yes or no.

The Witness: Yes.

Q. (By Mr. Mouritsen): Is it or is it not an exact copy?

A. (Examining document): Yes, it is.

Q. And this is made out in your own handwriting, is that correct? A. Yes.

Mr. Mouritsen: At this time, Mr. Examiner, I offer Board's Exhibit 7 for identification as Board's Exhibit 7 in evidence.

(Testimony of E. F. Prior.)

Mr. Clark: Objected to on the ground there is no proper foundation laid, may it please your Honor, and further on the ground that that document is self-serving, based upon the rankest sort of hearsay; couldn't under any possibility be binding on the Associated Farmers or any other respondent in this case, and is incompetent, irrelevant and immaterial.

In connection with the objection which is addressed to the technical requirements for admission, may I point out to the Examiner that under the rules in this district the original telegram is the writing handed by the sender to the telegraph company.

Trial Examiner Lindsay: I understand that.

Mr. Clark (Continuing): —which is obtainable from the telegraph company. And I simply submit that there has been no foundation laid for the admission of this document in the [161] sense that there hasn't been the proper showing made that it is impossible to obtain the original. In point of fact, the original could be obtained by going to the telegraph company or issuing a subpoena for it.

Trial Examiner Lindsay: Sustained.

Q. (By Mr. Mouritsen): You state that on that day, however, you did send a telegram to the Governor's office, is that correct? A. Yes.

Q. With reference to the picketing, was any other action taken by the local at that time or subsequent to that time?

(Testimony of E. F. Prior.)

A. Yes, the following day.

Q. What further action was taken by the local with reference to the picketing on the following day.

A. Mr. Elgin Ely, Mr. R. K. Martin, and myself were instructed to attend a conference in the Governor's office on the following day.

Q. By whom were you so instructed?

A. By the members of the local.

Q. Now, I believe you stated that on the evening of the same day that you sent the telegram you received a call from Kenneth Fulton in the Governor's office, is that correct? A. Yes.

Q. Where were you when you received such call?

A. At R. K. Martin's residence in Corcoran.

Q. And how do you know—strike that. [162]

Do you know that it was the Governor's office or Kenneth Fulton calling you?

A. He identified himself as Kenneth Fulton, secretary to the Governor, and stated that he had received my wire.

Q. Will you state the conversation that took place between you and Mr. Fulton at that time?

Mr. Clark: Objected to as hearsay and not binding on any respondent in this case.

Trial Examiner Lindsay: He may answer.

Mr. Clark: Also, may I add to that objection—

Trial Examiner Lindsay (Interrupting): Strike my ruling.

(Testimony of E. F. Prior.)

Mr. Clark (Continuing): That it is incompetent, irrelevant and immaterial, and not within any of the issues made in the pleadings here, that is, the fourth amended complaint, or the answer.

Trial Examiner Lindsay: You may answer. And you may have an exception.

Mr. Clark: Very well.

The Witness: What was the question?

(The question referred to was read by the reporter, as set forth above.)

The Witness: Mr. Fulton told me that he had contacted the District Attorney *at* Kings County and that it had been [163] suggested that a conference be held the following day in his office, if possible for all parties to attend, and asked if I could attend, arrange to attend such conference; and I stated that it could be done.

And I don't recall that any time was set over the telephone.

Q. (By Mr. Mouritsen): Then, I believe you testified that the next day—what was the date on the next day after?

A. January 31, 1939.

Q. I believe you stated that a committee of the union was chosen for that conference, is that correct?

A. Yes.

Q. Did the committee that you named attend a conference in the Governor's office on or about January 31, 1939?

(Testimony of E. F. Prior.)

Mr. Clark: Objected to as incompetent, irrelevant and immaterial; and not within the issues of this proceeding as framed in the fourth amended complaint and the answer on file or the charge filed.

Trial Examiner Lindsay: You may answer.

The Witness: Read the question.

(The question referred to was read by the reporter, as set forth above.)

The Witness: Yes.

Q. (By Mr. Mouritsen): Will you name the committee again? I have forgotten the names you named. The ones that attended [164] the conference in the Governor's office.

A. Mr. Elgin Ely, Mr. R. K. Martin, and myself.

Q. Were there any representatives of the J. G. Boswell Company present at that conference?

A. No.

Q. Were there any representatives of the Associated Farmers of Kings County, Inc., present at that conference?

Mr. Clark: Objected to on the ground it calls for a conclusion of this witness, also based on hearsay; also incompetent, irrelevant and immaterial, not within the issues of this proceeding.

Trial Examiner Lindsay: He may answer.

The Witness: They were not.

Q. (By Mr. Mouritsen): Who else, if anyone, was present at that conference?

(Testimony of E. F. Prior.)

A. Mr. Kenneth Fulton, Mr. Kidwell, a representative of the Labor Relations Department of the State of California, and Mr. Seey.

Q. Who is Mr. Seey?

A. He was the legislative representative of one of the Railway Brotherhoods of San Francisco.

Q. At this conference was anything said regarding the picket incident of January 30, 1939?

Mr. Clark: The same objection, may it please your Honor, that it is hearsay and not in any way binding on any of the respondents in this proceeding; also self-serving, and incompetent, irrelevant and immaterial. [165]

Trial Examiner Lindsay: Do you know whether or not the Farmers Association was notified by the Governor's office of that meeting?

The Witness: I do not.

Trial Examiner Lindsay: Do you know whether or not the District Attorney was notified?

The Witness: Mr. Fulton, Secretary for the Governor, stated that the District Attorney was to be there that day.

Trial Examiner Lindsay: Was he there?

The Witness: No.

Trial Examiner Lindsay: He may answer.

The Witness: Could I have the question?

(The record referred to was read by the reporter, as follows:

“Q. Were there any representatives of the Associated Farmers of Kings County, Inc. present at that conference?”)

(Testimony of E. F. Prior.)

Mr. Mouritsen: That is not the last question.

Trial Examiner Lindsay: The last question is what we want. The last question was, in substance, was the picket incident discussed at that meeting in the Governor's office.

Mr. Clark: That is the one the objection was made to.

Trial Examiner Lindsay: And on which I have ruled that he may answer.

The Witness: Yes.

Q. (By Mr. Mouritsen): Who said anything regarding the picket- [166] ing incident.

A. I related the incident to Mr. Fulton and the other gentlemen, what had occurred at Coreoran the day previous on January 30th, 1931.

Q. Was anything said by anyone else at that conference regarding that picketing incident of January 30th, 1939?

A. We were told——

Q. (Interrupting): No, the answer to that is either yes or no and then we will go into what was said. A. Yes.

Q. By whom was it said?

A. By Mr. Fulton.

Q. And what did he say regarding the picketing incident?

Mr. Clark: We object to that on the ground it is hearsay and not binding upon any of the Respondents in this proceeding, and also incompetent, irrelevant and immaterial.

(Testimony of E. F. Prior.)

Trial Examiner Lindsay: He may answer.

The Witness: He suggested to Mr. Kidwell that Mr. Kidwell and the committee go into a conference, and that a report be taken from all three members of the Union committee in shorthand and transcribed and it could be forwarded to the Governor who was sick, and that if Mr. Walch came in during the day before we left, that we would all have a conference with Mr. Walch.

Q. (By Mr. Mouritsen): Was anything further done or said at [167] that conference regarding the picketing incident? A. No.

Mr. Clark: May I ask one question to simplify the matter so I won't have to go into it on cross examination?

By "committee" does the witness mean the representatives from this Local Union?

Trial Examiner Lindsay: I don't know. You will have to ask him.

Mr. Clark: Will you ask him that, counsel?

Mr. Mouritsen: Yes.

Q. When you referred to the committee in your last statement, did you refer to the committee of the Local?

A. Yes, Mr. Elgin Ely, Mr. Martin and myself.

Trial Examiner Lindsay: Does that clear it?

Mr. Clark: Yes.

Q. (By Mr. Mouritsen): After that time were any further conferences held in the Governor's office, with reference to the picketing incident of January 30th, 1939? A. Yes.

(Testimony of E. F. Prior.)

Mr. Clark: Objected to as incompetent, irrelevant and immaterial.

Trial Examiner Lindsay: Strike the answer for the time being.

Now, may I have that question?

(The question referred to was read by the reporter, as [168] set forth above.)

Trial Examiner Lindsay: He may answer.

The Witness: Yes.

Q. (By Mr. Mouritsen): When was the date of the next conference held in the Governor's office with reference to that picketing incident?

A. (Pause.) Well, on or about February 3rd, 1939.

Q. Was there any representatives of the Union present at that conference? A. Yes.

Q. Will you—

Mr. Clark (Interrupting): Just one moment. For the record, may it please the Examiner, may the objection that this meeting is immaterial and irrelevant in this case be deemed to run to all the questions involving this particular meeting?

Trial Examiner Lindsay: Yes. He may answer.

The Witness: Yes.

Q. (By Mr. Mouritsen): Will you name the representatives of the Union who were present at the conference of approximately February 3rd, 1939?

A. Mr. A. H. Petersen of the American Federation of Labor, Mr. George Stokel and Mr. Ralph

(Testimony of E. F. Prior.)

Gettys of the California State Federation of Labor, and myself.

Q. Were there any representatives of the Associated Farmers of Kings County, Inc. present at this conference? [169]

Mr. Clark: Objected to as calling for a conclusion of this witness as to the capacity at which anyone appeared at that conference, and also incompetent, irrelevant and immaterial, and not within any of the issues of this proceeding as framed by the pleadings, and is based upon hearsay.

Mr. Mouritsen: I will withdraw the question.

Q. Mr. Prior, were there any gentlemen present at that conference who identified themselves as representatives of the Associated Farmers of Kings County, Inc.?

Mr. Clark: The same objection, your Honor; hearsay, and not binding upon this Respondent or the Respondent Associated Farmers, rather.

Trial Examiner Lindsay: He may answer. You may proceed.

The Witness: Could I have the question, please?

(The question referred to was read by the reporter, as set forth above.)

The Witness: No.

Trial Examiner Lindsay: We will adjourn until 2:00 o'clock.

(Thereupon, at 12:00 o'clock M., a recess was taken until 2:00 o'clock P. M. of the same date.) [170]

After Recess

(Whereupon, at 2:00 o'clock p. m., the hearing in the above-matter was resumed.)

Trial Examiner Lindsay: The hearing is called to order.

Mr. Wingrove: If the Examiner please, we have the District Attorney available now, if the Examiner cares to have him on now according to our understanding this morning.

Trial Examiner Lindsay: Yes.

Let the record show the District Attorney is now taking the witness stand, out of order, with consent of all parties.

ROGER R. WALCH,

called as a witness by and on behalf of the respondent, J. G. Boswell Company, having been first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Wingrove): Your name is Roger R. Walch? A. That is right.

Q. You are the District Attorney of Kings County, California? A. I am.

Q. How long have you been District Attorney of this County?

A. Since January of 1935.

Q. Mr. Walch, do you recall having received a visit by a committee of the J. G. Boswell Company employees respecting a meeting or some trouble which had developed at the J. G. [171] Boswell

(Testimony of Roger R. Walch.)

Company plant in Corcoran on or about November 18, 1938?

A. Well, I don't know the date because I kept no record of the date. It was in the usual course of the day's business, but a group of gentlemen, four or five of them, came in to see me and said that they were employees working down at the Boswell cotton gin and consulted with me.

They said, during the conversation, that there had been a little misunderstanding that had arisen at the Boswell plant that morning. That is the only way I could fix any date.

Q. What did they say, the substance of the conversation? How many were there that you recall?

A. It seems to me there were around five. I don't know whether you realize that we run a great number of people through that office every day and we don't keep records of all little conferences that we have throughout the day and as I recall it, there must have been around five. That is just my recollection.

Q. Will you kindly state the conversation between you and this committee.

A. Well, the best I can.

Mr. Mouritsen: I object to the question upon the ground that insufficient foundation has been laid, the identity of the committee has not been established in any way. [172]

Trial Examiner Lindsay: Well, if you can tell the names of any of those who were there you may.

The Witness: No, I cannot give you the names

(Testimony of Roger R. Walch.)

because I don't know the gentlemen personally. No record was kept. I don't know—I had seen them about and they told me they were employees of Boswell and I have seen them around the plant.

Trial Examiner Lindsay: All right. You may answer. Read the preceding question.

(The record referred to was read by the reporter, as set forth above.)

The Witness: Well, Mr. Examiner, of course you understand that it can only be stated in substance, as it is that long ago.

Trial Examiner Lindsay: That is all we are asking of you.

The Witness: As I recall it, the gentleman started the conversation with the request as to what I knew about the Wagner Act and the possibility of the local employees forming an employees' union at the Boswell plant.

I told them that I was not familiar with the Wagner Act but that it was my understanding that employees of any organization could form their own employees' union if it was the desire of the majority of the employees so to do, or could select their own bargaining agency. [173]

They stated to me that they represented practically the unanimous feeling of the employees of the Boswell Company; that they didn't feel as though they desired to have an outside union coming; that there had been talk of the American Fed-

(Testimony of Roger R. Walsh.)

eration of Labor coming into the plant and they felt they would rather have their own bargaining agency.

They stated that there was some dissension, as I recall it, seven or eight men down there had been talking up an American Federation of Labor Union affiliate.

Trial Examiner Lindsay: Is that what they told you?

The Witness: Yes, that is what they told me. They gave me the whole picture. I knew nothing about it prior to that time except earlier in the morning I had received a call——

Trial Examiner Lindsay (Interrupting): We are not interested in that now.

The Witness: They asked me if I would represent them in the organizing of a union and I told them no, that as District Attorney I would take no part in a private capacity for any person in connection with labor matters; that I had to be unfettered when I was called upon to rule on labor questions.

I told them that I had been asked to represent other groups of men in the community in organizing an employees' union and that I had always turned that business down.

I told them that there were two local unions of employees [174] that had been organized recently in the County, and gave them the names, one of them being the Lucerne Creamery and the other the Caminol.

(Testimony of Roger R. Walch.)

I suggested that probably the attorney in the County that knew most about the Wagner Act was Attorney Clark Lament from Lemoore, and suggested if they were thinking of forming their Union, that he would be a good attorney to see.

I told them that if they wished, I would call up the Caminol and see if there was anybody down there a member of the organization there that could give them any information on how much it cost, how it worked, and how the organization was perfected; and they asked that I do so. And I called the Caminol and I got hold of the chief bookkeeper, as I recall it, and he said that he would see some of the boys and when the committee came down, if there were any there that could give them any help, they would be glad to do so.

During the conversation—that was all I guess, that there was concerning the organization of a Union, except that I asked them if Boswell themselves, the management, had anything to do with this; and they said no, that they didn't even know they were coming up to consult with me, that they were expressing the sentiment of the employees; that—I asked them what the reasons were, why they wanted their own, and not an outside Union in, and they said they didn't feel like paying tribute to an outside organization, that Boswell's [175] had always treated them right and their wages were satisfactory, and that they felt that inside of their own organization they could do better than having an outside bargaining power.

(Testimony of Roger R. Walch.)

That, in substance, was the conversation concerning that.

Then there was one other thing discussed at that meeting, and that was some trouble that had apparently taken place down here that same day that the committee came to see me.

Trial Examiner Lindsay: Well, "apparently taken place" is stricken.

Just tell what they told you about the trouble; not just a conclusion.

The Witness: As far as I know, it was apparent, because I wasn't there.

Trial Examiner Lindsay: Did you understand what I instructed you to do?

The Witness: No.

Trial Examiner Lindsay: I said, "Tell what they told you about the trouble."

The Witness: They told me that——

Trial Examiner Lindsay (Interrupting): The other is stricken.

The Witness: They told me that I had probably heard something about some trouble down there, and I said yes, I had received a call. What was it all about. [176]

They said—I have forgotten whether they said one or two men had been talking up the outside Union, the American Federation of Labor affiliate, and that they had gotten tired of the talk and didn't want to be bothered with them, and that they had asked them to leave the premises.

(Testimony of Roger R. Walch.)

And I said, "Well, I understood that you had more than asked them to leave."

And they said, "Well, we did touch them."

I said, "Was anybody hurt? Did you use any force in the ejection of them?"

And they said, "No, nobody was injured. No force of any consequence was used."

I asked them if they had ejected them from the premises on the authority of the Boswell people, and they said, "No; Boswell hadn't done anything about it until it was all over."

And I instructed them that they had no power or authority to eject anyone from any one else's property, and that the only person would be the landlord of the property who could use force to move another person off of the premises, and I didn't want to hear any more of that kind of thing going on; that I didn't think it amounted to a great deal; that no complaint had been made at that time by any of the men or the individuals who later claimed that they had been evicted; and that as far as I was concerned, no formal complaint had come into my office, but that I wouldn't countenance the use of force by anybody. [177]

And that is all about, in substance, there was to that.

I haven't seen any of them since. They never came back.

Q. By Mr. Wingrove: Mr. Walch, are you acquainted with Mr. Prior?

(Testimony of Roger R. Walch.)

A. I am pretty well.

Q. Did you have a conference with Mr. Prior and another party in your office on or about January 21, 1939?

A. I don't remember the date. I probably would, but I have had lots of conferences with him, several of them anyway. [178]

Q. Did you have a conversation regarding some picketing with him regarding the Boswell plant at Coreoran?

A. Yes, I have had two or three with him. I think the first one was in my office. I don't remember the date, but Mr. Prior and one or two other men came in concerning it. And we had quite a long talk on the first occasion in my office. I don't remember who was with Mr. Prior, but I know Mr. Prior and I did most of the talking.

Q. Will you kindly state the substance of that conversation to the best of your recollection?

A. Mr. Prior said he wanted to meet me and I said I wanted to meet him, to start with.

And we talked about picketing and he wanted to know what his rights were to picket. And I believe I sent for and got a copy of the ordinance that we have in Kings County. And I believe I read portions of it to Mr. Prior. He can correct me if I am not true in this. We discussed it just in a friendly sort of way.

I read that and I made the remark to him at the time that we have a very strict ordinance. And he

(Testimony of Roger R. Walsh.)

explained the type of picketing he was doing and I said, "Well, I can see nothing wrong with that type of picketing."

I particularly read over to him that paragraph in the ordinance that specifically allows a peaceful picket and said as long as that type of picketing is being followed there will [179] be no trouble between his people and our office and they were entitled to protection. I have told him that several times since but I would not countenance the use of force, nor would I permit the use of threats or violence. And I said the ordinance will be strictly construed. I think I said that to him.

And it still will be.

Q. Did he discuss with you at that time as to where they proposed to maintain picket cars, if any?

A. Yes, I believe Mr. Prior explained the method which he was operating under. And at that same conference I told Mr. Prior I could see nothing wrong with the method that was being used, that so long as his men were not on private property but were on the public right-of-way and while they were they didn't have a sufficient number to interfere with people going and coming along that right-of-way, and so long as he didn't have cars that were interfering with traffic along the right-of-way, and so long as they didn't use threats or force, that he wasn't violating the ordinance. I think that was discussed. I know it was later if it wasn't at that time, but I think we discussed it at that time, too.

(Testimony of Roger R. Walch.)

Q. Did you make the statement to Mr. Prior that your office—you or your office—would rule against him in each instance?

A. I did not. I wouldn't make such a statement. I told him [180] that the ordinance would be strictly construed.

Q. When was the next time that you met Mr. Prior?

A. I don't know. I don't know whether I met Mr. Prior again before I saw him after the first meeting at the Governor's office or not. I don't recall.

Q. Did you see him at the meeting at the Governor's office?

A. I saw him at Corcoran. There had been some report of trouble, and I came down, and Mr. Prior was there, as I recall it, and everything was going all right. We shook hands and I said hello. I saw him in front of the jail, but that was quite a bit later. And he shook hands with me and he said everything was peaceful and going along fine.

Q. Did you meet Mr. Prior later on at the Governor's office?

A. I met him, not on the first visit to the Governor's office, but on the second visit that I made to the Governor's office.

Q. When was that, if you recall?

A. Oh, I can't give you a date there, because—my file will show it, but I had no idea that we were going into those kind of things. I might get it out

(Testimony of Roger R. Waleh.)

of my file. The closest that I can place it is that Fulton called me one evening—

Q. (Interrupting): I will be glad to hand you a newspaper account purporting to be an account of the meeting at the [181] Governor's office and, perhaps, that will refresh your memory. I appreciate we called you on rather short notice here.

A. I presume you want just to fix the date.

Mr. Mouritsen: May I ask, Mr. Wingrove, what is the purpose of showing the paper to the witness?

Mr. Wingrove: Purely to refresh his memory, if it does refresh his memory, Mr. Mouritsen.

Mr. Mouritsen: As to what factual matters?

Mr. Wingrove: As to—more particularly the place and date of the meeting at the Governor's office.

Mr. Mouritsen: I have no objection to showing it to the witness purely for establishing the date of the conference only.

Mr. Wingrove: That is all.

The Witness: The letter I received from the Governor is in the paper and the date is on that letter. I have the original in my office, but I don't recall what date it is.

Q. By Mr. Wingrove: I believe it was on the 1st.

A. (Examining document): Yes, February 1st. Now it merely refreshes—

Mr. Mouritsen (Interrupting): Of what year?

The Witness (Continuing): —my memory so

(Testimony of Roger R. Walch.)

far that I know I have a letter, an original of the letter, carrying the same date.

Mr. Mouritsen: That is for the year 1939? [182]

The Witness: '39.

Q. By Mr. Wingrove: Does that fix the date in your mind?

A. It was around it there, and that letter carries the same date when I was at the Governor's office the first time.

Q. Why did you go to the Governor's office?

A. Well, the evening before I was down at the jail between 8:00 and 9:00 taking the statement of a prisoner and I received a call from Sacramento from, apparently, Mr. Fulton, the Governor's secretary. He said that he had received some complaint about a labor trouble down here and wanted to know what it was all about. I asked him who had reported it and I think he told me Mr. Prior had.

I gave him a little review of it and I said that it didn't look serious at that time, and told him that I would be glad to come to Sacramento and give him the picture first-hand. He thanked me and he said he would very much appreciate it if I would come up. So the next day the Sheriff and I went to Sacramento and there I talked to Mr. Fulton.

Q. And who was present at this meeting?

A. The Sheriff, Mr. Fulton, and one of his secretaries—I think a reporter—I don't remember the name and that is all—and the young lady in his office.

(Testimony of Roger R. Walsh.)

Q. Was Mr. Prior there?

A. No. He had been there earlier, according to Mr. Fulton, [183] but he was not there then.

Q. And what was discussed at this meeting?

Mr. Mouritsen: Mr. Wingrove, could we perhaps have the date of this more exactly.

The Witness: It was February 1st, 1939.

Q. By Mr. Wingrove: Was this labor trouble with the Corcoran plant discussed at that meeting?

A. Yes.

Q. Will you kindly state the substance of the conversation to the best of your recollection?

A. Well, Mr. Fulton asked me about it, asked what was the reason for the disturbance and what had transpired.

Q. Mr. Fulton, as I understand, was the Governor's secretary, was he not?

A. Yes. That is what he told me.

I explained it as much as I knew about it and told him that my sole interest was keeping peace and order in the community; explained the worry that I had, that unless some satisfactory solution was found for the trouble down there that I was afraid that the spark might be touched off and it would cause some bloodshed which is one thing I didn't want.

He asked me what I thought should be done. I told him that with the tenseness of the situation I thought it would be wise to stop the picketing until a hearing could be had before the National Labor

(Testimony of Roger R. Walch.)

Relations Board and he said, "Well, [184] I think that is a good idea. I will instruct Mr. Prior to withdraw the pickets."

I asked him if he wouldn't put that in writing so that I could take it back. He said yes, that he would. So he went out and dictated a letter for me, and made up an extra copy of it and asked me to deliver the copy to Mr. Prior, which I did, after I arrived home the following day.

Q. You delivered the letter the following day?

A. Well, I think it was the following day. I tried to get hold of him and we finally got together. I think it was the following day or the day after, just as soon as I could get ahold of Mr. Prior. I left word down at Corcoran for anyone who saw him to tell him to drop up to the office and he did and I gave him a copy of the letter.

Q. Where is the original of this letter?

A. In my files.

Q. You don't have it with you?

A. No. I could send and get it if you want it. I think Mr. Prior will recall the letter.

Mr. Wingrove: Mr. Examiner, may I be permitted to ask Mr. Prior if he has a copy of the letter or, on Mr. Walch's statement, we will be glad to get the original. We have a copy of it in the paper.

Mr. Mouritsen: I believe we have a copy of the letter itself. [185]

The Witness: I gave him a copy of it. I could tell if it was a copy of the original.

(Testimony of Roger R. Walch.)

Trial Examiner Lindsay: It will be shown to you.

(Conference between counsel.)

Q. By Mr. Wingrove: Do you recognize that as being the letter just referred to, Mr. Walch, written by the Governor regarding the withdrawal of pickets?

A. That is a copy of the letter.

Mr. Wingrove: Mr. Examiner, I now offer—

Trial Examiner Lindsay (Interrupting): Have it marked for identification.

Mr. Wingrove: I request that this letter be marked for identification as respondent J. G. Boswell Company's No. 1.

(Thereupon the document above referred to was marked for identification as respondent J. G. Boswell Company's Exhibit No. 1.) [186]

Mr. Wingrove: May it be stipulated, counsel, that this letter may be introduced in evidence with the understanding that we will either substitute therefor the original, which Mr. Walch now has in his files, or else we will furnish, in lieu thereof, a copy of this letter to Mr. Prior?

Mr. Mouritsen: Mr. Wingrove, without putting myself in the position of counsel for the Respondent, when I offered a document of the same type, to which a strenuous objection was made this morning—however, I make no objection to the introduction of the letter, a copy of it.

(Testimony of Roger R. Walch.)

Mr. Wingrove: I then ask that the copy of the letter marked Respondent's J. G. Boswell Exhibit No. 1 for identification, be admitted in evidence.

Trial Examiner Lindsay: It may be admitted.

(Thereupon, the document above referred to was received in evidence and marked as Respondent's J. G. Boswell Exhibit No. 1.)

Mr. Mouritsen: If I may ask Mr. Walch one question about the letter that I think should be cleared up.

I note that in the upper left-hand corner there appears to be some writing in pen which does not appear to be a part of the original letter.

Do you know who that was that placed it on there?

The Witness: Yes, sir, Mr. Fulton wrote that.

Mr. Mouritsen: Did you see him do it? [187]

The Witness: Yes.

Q. By Mr. Wingrove: What else, if anything, was said at this meeting with Mr. Fulton, Mr. Walch, that you recall?

A. I don't recall anything else——

Mr. Mouritsen (Interrupting): Just a moment. I object——

The Witness (Interrupting): Oh, pardon me. Wait just a minute.

Mr. Mouritsen: I withdraw the objection.

The Witness: One remark was made that he was sorry that Mr. Prior wasn't still there, that he had been there earlier and he would like to have had us both together.

(Testimony of Roger R. Walch.)

I said that I didn't know that Mr. Prior was coming, and he said, "No, I know you just came up here out of your own courtesy. We didn't arrange any meeting," but we both regretted that Mr. Prior hadn't been there at the same time so it could have been ironed out then.

Q. By Mr. Wingrove: Was this telephone conversation you received the night previous from the Governor's Secretary the first notification or request which you had received to attend the hearing before the Governor?

A. That wasn't even a request. That is the first word I had from the Governor's office, and that wasn't an order or request. I offered to go up there and explain it in person, and he thanked me and said he would like to have me do that.

Q. When did you next meet with Mr. Prior, if you recall? [188]

A. Well, when I delivered this copy of this letter; that was at my office.

Mr. Mouritsen: That is Respondent's Exhibit 1?
The Witness: That is correct.

Q. By Mr. Wingrove: Did you at any time later meet with Mr. Prior at the Governor's office?

A. I did.

Q. When was that?

A. Within a week, I think. I don't recall the exact date.

Q. Within a week after February 1, 1939?

A. Well, when I delivered the letter to Mr. Prior, he acted very much surprised——

(Testimony of Roger R. Walch.)

Mr. Mouritsen: I object to the statement of the witness and move that it be stricken as a conclusion.

Trial Examiner Lindsay: Well, it may remain.

The Witness: The next thing I heard was a request—I have forgotten how it came, whether it came by letter or by telephone—for another conference in the Governor's office, and at that meeting Mr. Prior was present, among others.

Q. By Mr. Wingrove: And who else was present as you recall?

A. Well, there was a large group. There was the Sheriff of Kings County, and there were three farmers from Kings County; there was Mr. Prior; there were two or three Union officials from Fresno; there was a Union official from up around Sacramento or up North; there were one or two other Union officials whom I don't know, either their names or where they were from, only one man whose name I remember very well, that was a fellow about my size with a red shirt by the name of Petersen. He claimed to be the West Coast representative of the A. F. of L.; Longshoremen.

Q. And what was said at that conference or meeting?

A. A lot of things were said.

Q. That you recall?

A. Well——

Trial Examiner Lindsay (Interrupting): Try and give us the substance.

The Witness: I am trying to. There were so many people there and so many things said——

Trial Examiner Lindsay (Interrupting): If you don't remember, let us eliminate it.

(Testimony of Roger R. Walch.)

The Witness: Well, this fellow, this man Petersen, started right in when I got in the room and accused the law enforcement officers of not protecting Union people, which, of course, was denied.

I again explained, as clearly as I could, the position that the Sheriff of Kings County and myself were taking in these labor troubles.

Mr. Mouritsen: Mr. Examiner, I move to strike that as a conclusion of the witness, and request that the witness be instructed to state what he said regarding the position taken. [190]

Trial Examiner Lindsay: Yes. You understand the situation, Mr. District Attorney. Tell us what you said there, about anything that you said, or anything about it.

The Witness: I will tell you some of the conversation that is very clear in my mind.

Trial Examiner Lindsay: That is exactly what we want.

The Witness: This fellow Petersen pointed his finger at me and said, "We are going to picket in your County whether you like it or not, and you are not going to be able to do anything about it; if we have to bring in 1600 men, we will."

A labor man from Fresno, behind him, said, "Yes. If we have to bring in sixteen thousand we will, and if you want civil war, we will have that too."

And I told him to take his finger down and quit pointing it at me, that it wouldn't do him any good as I was still the District Attorney of Kings County

(Testimony of Roger R. Walch.)

and that kind of talk wouldn't get him anywhere, that we are going to preserve law and order in our County.

I walked out of the meeting for a few minutes.

Then, when I came back, things kind of quieted down, I guess, and I told him that I had no objection to peaceable picketing, but that I wouldn't countenance the use of force or violence. It seemed to me that they ought to be able to settle their question between them down there without trouble.

Trial Examiner Lindsay: That is what you told them?

The Witness: Yes. [191]

Trial Examiner Lindsay: All right.

The Witness: And some question was raised about how long it would be before the National Labor Relations Board could hear the case. I have forgotten who spoke about that. Oh, there was a representative of the National Labor Relations Board at that meeting and he said that you were so busy it would be some time before a hearing could be called here. It was a young man at that hearing. I have forgotten his name, a very pleasant young fellow.

Trial Examiner Lindsay: Change "hearing" to "meeting," is that correct?

The Witness: Yes.

Q. By Mr. Wingrove: Do you recall whether this National Labor Relations man was Mr. Larson? Is that his name?

Mr. Mouritsen: I think the Board will stipulate

(Testimony of Roger R. Walch.)

that the representative of the Board present was Drexel A. Sprecher.

The Witness: That is who it was.

Mr. Mouritsen: Sprecher was present, if such a stipulation is satisfactory.

The Witness: That is correct.

Mr. Wingrove: I didn't know.

Trial Examiner Lindsay: You agree to that stipulation?

Mr. Clark: The witness has so testified now.

The Witness: That is his name. [192]

The last thing that I knew of that was talked about at that meeting was that I think Fulton suggested, himself, that we call for a meeting down in Hanford and try and get representatives of the farmers and of the union officials at that meeting and see if we couldn't iron our own problems out and I believe that before we left the meeting we decided on a date and a time and I think we even decided on the approximate number that each group would have at that meeting at Hanford and where it would be held. I think that is the way the meeting ended.

Q. By Mr. Wingrove: Was there a reporter present at this meeting in the Governor's office, or do you recall? A. I think there was.

Q. Did you ever receive a transcript of the testimony? A. No.

Q. Well, was this meeting suggested by Mr. Fulton subsequently held? A. It was.

Q. When and where?

(Testimony of Roger R. Walch.)

A. It was held in the Civic Auditorium in Hanford. Again I would have to refer to my file as to the dates, because I had no idea, Mr. Examiner, that these things were all going to be gone into.

Trial Examiner Lindsay: I understand.

The Witness: But it was—I think Mr. Prior will know— [193] we have a transcript of the meeting.

Mr. Wingrove: For the purpose of refreshing his memory, solely for the matter of the date, I will hand you what purports to be a transcript of that hearing——

Mr. Mouritsen (Interrupting): We will stipulate that the date was February 7, 1939.

Mr. Wingrove: It is stipulated as to the date.

Q. Did you attend that meeting?

A. I did. I presided at the meeting.

Q. Who else was there? Who was present that you recall?

A. Again each time we are getting to larger groups. The Sheriff, of course, was there. I believe there was a representative of the City Police of Corcoran and I think there was of Hanford and I requested the presence and paid for the presence of a court reporter, Mr. Lawrence Short, as I felt in a meeting of that kind everything should be taken down as said and then there wouldn't be any misunderstanding.

There were newspaper reporters present and George Wade was one of those. There was a representative there from the pressroom of the Fresno Bee,

(Testimony of Roger R. Walch.)

I think Mr. Towne. Mr. Prior was there and then one side of the room was devoted to union officials from various portions of the state and on the other side of the room were farmers. There were a large number of each—farmers of Kings County.

For the farmers I believe Mr. Filcher was the spokesman [194] at that particular meeting. For the union my friend Mr. Petersen was there again and, of course, Mr. Prior and the same union official from Fresno. The transcript will show their names because I asked that each man introduce himself and give his affiliation, and the transcript carries it all. It carries every word that was said at that meeting.

Q. By Mr. Wingrove: Kindly state the substance of what was said, Mr. Walch, to the best of your recollection.

Mr. Mouritsen: Do you have a certified copy of the transcript? Perhaps we could save time by putting it in the record. It was a meeting that we all remember and we could look it over.

Mr. Wingrove: Are you asking to have a copy of the transcript put in evidence?

Mr. Mouritsen: I beg pardon?

Trial Examiner Lindsay: Was the transcript certified to by the reporter?

The Witness: I have forgotten whether mine is in my office. I doubt it. I know I had several copies made up, but I don't know whether mine is certified or not, and the reporter—of course, I did it just as a precautionary measure—

(Testimony of Roger R. Walsh.)

Trial Examiner Lindsay (Interrupting): It doesn't make any difference why you did it.

The Witness: It does to me.

Trial Examiner Lindsay: The question is whether it is certified or not. [193] May I see that transcript?

Mr. Clark: Here is a copy of it, your Honor.

On behalf of the Associated Farmers of Kings County, Inc., I am going to object to the introduction of the transcript in evidence as being incompetent, irrelevant, and immaterial. I don't see the purpose of it in this proceeding, particularly in view of the fact that, as I understand it, the subject was pocketing between the peace enforcement officers and the farmers of the county whose produce was subject. I suppose to the pocket.

Is that right, Mr. District Attorney?

The Witness: That is what the meeting was about.

Mr. Clark: It didn't involve the rights of any employees of Boswell & Company, as I understand it.

The Witness: At that meeting there was nothing discussed concerning the question of whether there should be a local bargaining agency or the A. F. of L. affiliate.

Mr. Clark: I think it is beyond the jurisdiction of the Board, your Honor.

The Witness: It concerned purely a pocketing question.

Mr. Clark: To save time, I just want my objection to be of record.

(Testimony of Roger R. Walch.)

Trial Examiner Lindsay: First of all, it hasn't been offered as yet, Mr. Clark.

Mr. Wingrove: I have no intention, Mr. Examiner, of offering it. [196]

Trial Examiner Lindsay: If you will kindly wait until the document is offered to make your objection in the record, then the record is in nicer shape.

Mr. Clark: I thought it had been offered.

Trial Examiner Lindsay: No.

Mr. Wingrove: No further questions.

Cross-Examination

By Mr. Mouritsen:

Q. Mr. Walch, I understand you to testify that you are the District Attorney of Kings County?

A. Yes.

Q. That you have held that office since 1935?

A. That is correct.

Q. You are therefore well acquainted with the duties of the office of District Attorney?

A. I believe I am.

Q. Prior to the time when you became District Attorney of Kings County, did you ever work in Sidney Sharp's office? A. I did.

Q. During the time that you worked in Sidney Sharp's office, did Sidney Sharp handle the business for J. G. Boswell Company? A. He did.

Q. Did you personally ever handle any of the business of J. G. Boswell Company while you were in Sidney Sharp's office? A. I did not.

(Testimony of Roger R. Walch.)

Q. Now, Mr. Walch, will you outline, briefly, for us, what [197] the duties of the District Attorney of Kings County are? A. In what respect?

Q. With respect particularly to protection of the civil liberties of the inhabitants of Kings County?

A. Preserve law and order.

Q. Now, if a man is not engaged in any illegal act, he is entitled to the protection of your office, is he not? A. Absolutely.

Q. And if it is brought to your attention that an illegal act has been committed whereby residents of the County are deprived of their civil liberties, it is your duty to protect those people and see that they obtain their civil liberties, is it not?

A. That is a pretty broad question. In the main, I would say yes. Have you ever been a District Attorney?

Trial Examiner Lindsay: You just answer the questions.

The Witness: Of course, you realize I am being put at rather a disadvantage here.

Trial Examiner Lindsay: Just a moment. If you don't understand the question we will explain it.

The Witness: I understand it. I understand the purport behind it.

Trial Examiner Lindsay: Read the question.

(The question referred to was read by the reporter, as set forth above.) [198]

The Witness: Mr. Examiner, I am afraid I don't

(Testimony of Roger R. Walch.)

quite understand how far he means to cover the scope by civil liberties. It is pretty hard to answer that in that fashion. In the main, I would say yes, by all means, but just how far that goes, I don't know.

Q. By Mr. Mouritsen: Very well.

It is one of the inalienable rights of a citizen that he has a right to petition, is it not; that he has a right to present any grievance that he has, to his fellow citizens; isn't that included in the right to petition?

Mr. Clark: I object to that, may it please your Honor, on the ground it calls for a conclusion of the witness, and mis-stating the rule of the civil liberty in question. I presume it calls for the right of free speech, and we have that under the Constitution so long as we are responsible for its abuse; and it calls into issue the very anti-picketing ordinance of this County that this gentleman has testified to in his direct examination.

I object to the form of the question, your Honor.

Trial Examiner Lindsay: He may answer it, and you may have an exception.

The Witness: What was the question?

(The question referred to was read by the reporter, as set forth above.)

The Witness: Provided in the presentation he abides by [199] the laws.

You see, those are so hard to answer unless you get your particular set of facts.

Trial Examiner Lindsay: Just a moment.

The Witness: I didn't mean that to be funny.

(Testimony of Roger R. Waleh.)

Trial Examiner Lindsay: I didn't say you did, Mr. District Attorney.

Let us have an understanding—this may be off the record.

(Discussion outside the record.)

Trial Examiner Lindsay: On the record.

The Witness: May I explain, your Honor?

Trial Examiner Lindsay: Yes. No one took that to be funny at all, I am sure.

The Witness: In that office, we deal with a lot of cold facts, and each case depends on its own set of facts, and in answering legal questions in the abstract, even as far as District Attorney's duties are concerned, it is very difficult to do.

Q. (By Mr. Mouritsen): Very well.

I will ask you if the right of free speech is not one of the inalienable rights that a man is entitled to as long as he does not commit any illegal act in the exercise of that right?

Mr. Clark: I will object to it as incompetent, irrelevant and immaterial, if it please your Honor, and beyond the issues [200] of this case. We are not involved in the legality of the picketing, I understand. Mr. Prior has abided by the picketing ordinance.

Trial Examiner Lindsay: He has a right to cross-examine this gentleman, and he may answer and you may have an exception.

Mr. Clark: Very well. I would like to add, it is

(Testimony of Roger R. Walch.)

beyond the scope of the direct examination. [201]

The Witness: What was the question?

(The question referred to was read by the reporter, as set forth above.)

The Witness: Yes, so long as—I presume you mean by that that he doesn't make seditious utterances and things of that nature.

A man hasn't a right to speak his piece civilly providing he is trying to do so to the injury and defamation of people's character and things of that kind.

In the main, yes.

Q. (By Mr. Mouritsen): Mr. Walch, I don't believe you follow my question.

I stated whether or not in the exercise thereof he did not commit an illegal act.

A. Yes, and provided that—well, I guess you would say yes.

Mr. Clark: Of course, confined to the United States, too.

Q. (By Mr. Mouritsen): Now, you testified that on the 18th of November, 1938, a number of the employees of the Boswell Company came in to see you, is that correct? A. Yes.

Q. Did they not bring to your attention a violation of the laws of the State of California in that a number of men had been forcibly ejected from the Boswell Company's plant? [202]

A. Well, they brought to my attention a situation that had occurred. I didn't feel that it was

(Testimony of Roger R. Walch.)

of such a serious nature that it warranted any further action unless it was followed through. It is just like I might call you a vile name, but certainly you are not going to prosecute me for that if you can't take care of yourself on it.

Q. And on the 21st of January or thereabouts you had a conference with Mr. Prior in which you outlined to him what constituted legal picketing under the Kings County ordinance? A. Yes.

Q. After January 30, 1939, was any appeal ever made to you to protect the pickets in their lawful picketing?

A. I think so, because I know that the Sheriff and I went down and asked Mr. Prior how everything was. Now, who made the request that we come down and look things over I don't know. I think—I know that one day I came down and the two boys that were sitting directly behind you were in the car and stopped and said hello. They were kidding about some nails being in the road and we talked back and forth; and everything was peaceful then.

I try to keep my hand on the situation from all sides.

Q. I mean directly after. You are acquainted with the incident of January 30, 1939?

A. Yes.

Q. Within a day or so of that time, was any appeal made to [203] you?

A. Pardon me. I misunderstood you. Mr. Prior came in with one individual and likewise told me about the incident.

(Testimony of Roger R. Walch.)

Q. And did Mr. Prior request that some protection be afforded these pickets?

A. Yes, and I told him it would be.

Q. And was any protection ever afforded these pickets by your office?

A. As far as we were able to. All officers were instructed to see that there was no interference with them as long as they remained peaceful.

Q. Was any action ever instituted against your office against any of the individuals who drove these pickets from the Corcoran plant?

A. No, no request for a complaint was ever made.

Q. Was any action ever taken by you to protect these pickets before the conference was held in the Governor's office?

A. Just the instructions that I have told you about. Of course, you realize that the Governor's conference, the first conference, was right shortly following the receipt of the complaints, as I remember it, that there was trouble.

For your information and in furtherance to that question, every officer, including the officers of the City of Corcoran, received identical instructions that the pickets were entitled [204] to protection just as anyone else was so long as there was no violation of the law, but violations would not be tolerated by anybody; and those, I think, were given at the very inception and were made from time to time all the way through.

(Testimony of Roger R. Walch.)

As a matter of fact, at the meeting in my office when the ordinance was read to Mr. Prior, I spoke to Mr. Prior and told him that I thought it would be a very excellent idea if I got the chief of police of Corcoran on the wire and—so that he could listen in on the conference between Mr. Prior and myself so that when I gave my interpretations of the ordinance and the law to Mr. Prior, Mr. Springer would hear it first-hand, and there would be no misunderstanding between the three of us.

Now, I think Mr. Prior will verify that I called Mr. Springer at his home—he was ill at home—and asked him to stay on the wire while Mr. Prior and I talked back and forth about the situation. And everything I told Mr. Prior was heard by Mr. Springer. [205]

Q. During this period, was any complaint ever lodged with your office that the picketing was illegal?

A. Yes, yes. I went down there on one occasion—that is the time, I think, that I saw these two boys—I went down there on one occasion when they said there was a whole line-up of cars that were blocking the driveway. And I went down and found just the one car. And I asked the boys that were in the car about it, and they said that it was one of the boys' brother that came up and passed a few words. And I said, "that is perfectly all right. We are bound to have visits back and forth, but that wasn't the way it came to me."

Whether it came from either side, I came down

(Testimony of Roger R. Walch.)

to see if it was true or untrue, and to keep things in order.

Q. Do you recall who made that complaint to you when you did make an investigation?

A. No, it wasn't a city officer. It was a private individual.

Q. Do you recall whether his name was Forrest Riley?

A. No, it wasn't Riley. I know Forrest Riley.

Q. Was it E. C. Salyer?

A. It might have been E. C. E. C. called me once. Whether it was E. C. that called me on this occasion or not, I don't know, but E. C. called me once.

Q. And how long after he called you was it before you made the investigation?

A. Immediately; within the same day, I mean by that, because [206] I never can get away right away. It was the same day, and I came down and got ahold of John Thompson, the acting Chief.

And he said, "Well, it seems funny they wouldn't notify me. I haven't heard anything about it."

He said, "Let us go down and see."

We went down and saw the boys.

Q. Was that the only occasion when you came to Corcoran and went down to the picket line, the one you have already described?

A. No, I was down there once on one other occasion when it first started. I think it was the first time Mr. Prior came in. Following that, I was

(Testimony of Roger R. Walch.)

down to look things over. I think shortly following our conference. Whether it was the same day or the following day, I don't know.

Q. Do you recall the date?

A. No, I don't. I didn't keep a record, much.

Q. Was it before or after January 30th, 1939?

A. January 30. It was before the Governor's conference, but that was in February. It was the first of February, as I recall, so it had been before that, yes.

At that time, so you will have the whole picture to the best I can give it to you, at that time Mr. Prior was here. We talked about it, and then I went over to the Boswell office and talked with them about it. I think I talked with Mr. Louie Robinson. I told him that the picketing, the manner in [207] which it was being conducted, was lawful. Mr. Robinson said "We have no fault to find with the way it is being conducted." He said, "We don't want any trespass."

And I had already told Mr. Prior that trespass could be prevented by a landowner. As long as they were on the public way, it was all right.

Mr. Mouritsen: I think that is all.

Trial Examiner Lindsay: Anything else?

Mr. Clark: None from us, Mr. Examiner.

Trial Examiner Lindsay: Any further questions?

Mr. Wingrove: None from us.

Trial Examiner Lindsay: I have one or two.

(Testimony of Roger R. Walch.)

Q. What do you mean by this statement, "Trespass could be prevented by a landowner?"

A. I mean just what the law is on trespass, that a landowner can prevent his property from being trespassed upon.

Q. In what way?

A. By the use of force, if necessary.

Q. How much force?

A. I hardly think that that is pertinent to this case, Mr. Examiner, and I don't want—you are calling for a conclusion of law from me. Do I have to answer that?

Q. You don't mean to give the impression that the owner of property, in order to prevent trespass, could physically injure one who is committing trespass? [208]

A. Yes. There is one kind of trespass where he can. If you are an attorney, you know that as much as I do.

Q. You don't mean you could actually kill a trespasser?

A. It depends on the type of trespass. If he is trespassing on his home and family, he can kill him, even.

Q. Ordinary trespass?

A. He can use physical force to evict.

Q. How much force?

A. You ought to know.

Q. I am asking you.

A. Such a force as is reasonable.

(Testimony of Roger R. Walch.)

Trial Examiner Lindsay: That is all.

Mr. Clark: I would like to ask one question there.

According to the rule in this State, isn't it a fact that the landowner has the right to use the degree of force necessary to reasonably eject the trespasser from his property?

The Witness: That is correct, as I understand it.

Trial Examiner Lindsay: That is all I was trying to find out from you, what your statement of law is.

Mr. Clark: We have some antiquated rules of law that still exist here.

Trial Examiner Lindsay: Witness excused.

(Witness excused.)

Mr. Clark: May I ask the Examiner for a recess? It is past 3:00 o'clock. [209]

Trial Examiner Lindsay: Yes.

(At this point, a short recess was taken, after which proceedings were resumed, as follows:) [210]

Trial Examiner Lindsay: The hearing is called to order.

E. F. PRIOR

the witness on the stand at the time of adjournment, having been previously duly sworn, resumed the stand and further testified as follows:

(Testimony of E. F. Prior.)

Direct Examination

(Continuing)

By Mr. Mouritsen:

Q. Mr. Prior, before the noon recess, I believe we were discussing the second conference in the Governor's office and I believe that you stated the names of the representatives of the union who were present.

Will you now please state the other people who were present at that conference?

A. As near as I recall, there were three farmers, Mr. Roy Filcher, Mr. Forrest Riley, and a gentleman by the name Mr. Wilbur, Mr. Kenneth Fulton, secretary to Governor Olson, and Mr. Hesian of the Attorney General's office; Mr. District Attorney Roger Walsh of Kings County, Sheriff Loftis of Kings County, and a gentleman representing the State Labor Department whose name I don't recall, and I think there was a secretary of Mr. Fulton, a lady, in the room; and there were many others I don't recall.

Q. At that conference was anything said regarding the picketing incident of January 30, 1939?

A. Yes.

Q. Without stating any of your own conclusions, will you [211] state, generally, what was said at that conference?

Mr. Clark: Objected to on the ground of hearsay as to Associated Farmers of Kings County.

Trial Examiner Lindsay: He may answer.

(Testimony of E. F. Prior.)

The Witness: Mr. Fulton stated the purpose of the meeting and asked the parties present to state the trouble.

I stated that the two pickets had been ran off of the picket line by some 200 farmers who identified themselves as being Associated Farmers; that we felt that our rights were being infringed upon; that I had discussed the situation with the District Attorney and that he had informed me that the facilities available for the District Attorney's office and the Sheriff's office were inadequate to meet the situation in case there was a flare-up between the union and the farmers, to which Mr. Walch stated that we had had such a conference and that he had informed me that he felt it was to the best interests of the citizens of Kings County to avoid possibility of causing any further feeling that the picketing be discontinued and that if there was a serious disturbance, that might lead to bloodshed, that the Sheriff's office and the District Attorney's office would probably be unable to cope with the situation.

Mr. A. H. Petersen asked the District Attorney if he understood the District Attorney to be saying that the law enforcement agency of Kings County was unable to protect the [212] rights of law-abiding citizens.

After that there was considerable fast and hot discussion between Mr. Petersen and the District Attorney, too fast for me to keep up with it, and

(Testimony of E. F. Prior.)

the District Attorney Walch did indignantly get up and walk out of the meeting.

Mr. Hessian of the Attorney-General's office asked Mr. Sheriff Loftis to go out and call him back. Sheriff was out for a while and came back and said that he could not find Mr. Walch.

Mr. Hessian then left and in a few moments he and Mr. Walch returned.

Mr. Fulton asked the three men claiming to represent the Farmers of the Corcoran District what their interests were in the labor dispute between the Boswell Company and the union. They stated that they had cotton that was kept being tied up in the cotton yard in the Boswell Company and that the farmers working felt that they had every right to market their produce.

The three gentlemen named as farmers there were asked by Mr. Fulton if they had cotton in the Boswell yard. All three said that they did not.

I stated that any farmer who had cotton in the yard of the J. G. Boswell Company and who would identify it as being his cotton, and free of encumbrances of the Boswell Company, that the union would not only agree that it be moved but would [213] assist in seeing that it reached its terminal.

Mr. Petersen suggested that the whole matter be submitted to an impartial board of arbitration and none of the parties there agreed to the arbitration.

Then a discussion was had about having a meeting in Hanford. The approximate number of ten

(Testimony of E. F. Prior.)

representatives for each group to attend this meeting, and that the Boswell Company be invited to attend the meeting. The date was set for February 8, 1939, I believe at 7:30 p. m. That was agreed to by all parties and the meeting adjourned.

Q. I believe Mr. Walch testified regarding a meeting in Hanford after the conference in the Governor's office, and the date was fixed as February 7, 1938. You have identified the meeting as being on February 8, 1939. Was there any—were two such meetings held in Hanford after the conference in the Governor's office?

A. If I said February 8, I meant February 7. It was on a Tuesday evening.

Q. Was that conference held? A. Yes.

Q. And did you attend? A. Yes.

Q. And did other representatives of the American Federation of Labor attend?

A. Yes. [214]

Q. Who else was present at that meeting?

A. Could I have that?

(The pending question was read by the reporter, as set forth above.)

The Witness: It would be impossible for me to name each one that attended that meeting.

Q. By Mr. Mouritsen: Well, as I understand it, in the Governor's office arrangements were made to have representatives of the Farmers of Kings County and vicinity of Corcoran attend, is that right? A. That is correct.

(Testimony of E. F. Prior.)

Q. Were any such men in attendance, do you know? A. Yes.

Q. Approximately, how many?

A. Altogether there was approximately 30 people that attended the meeting that I could not identify as being members of the labor movement.

Q. Well, approximately how many people that you identified as being connected with the labor movement were present at that meeting?

A. Approximately 12.

Q. And was Mr. Roger Walch present?

A. Yes.

Q. At that conference was anything said regarding the picketing incident of January 30, 1939? [215] A. Yes.

Q. Without giving any of your own conclusions, will you state, in general, what was said at that meeting?

Mr. Clark: Objected to as hearsay on behalf of Associated Farmers of Kings County.

Trial Examiner Lindsay: He may answer.

Mr. Mouritsen: Just one question before you answer that.

Q. Were any representatives of the J. G. Boswell Company present at that meeting?

A. No.

Mr. Clark: Same objection to that on behalf of Boswell Company.

Trial Examiner Lindsay: He may answer.

The Witness: No.

(Testimony of E. F. Prior.)

Mr. Mouritsen: I will restate the question.

Mr. Clark: Yes. [216]

Q. By Mr. Mouritsen: Without giving any of your own conclusions, will you state, in general, what was said at this conference?

I will stipulate that counsel's objection may apply to this question.

Mr. Clark: Very well.

The Witness: Mr. Roger Walch reported the conference in the Governor's office, explained the purpose of calling the meeting.

Mr. Clark: May it please the Examiner, may we have what was said in explanation of the purpose, so long as we are going into it?

Trial Examiner Lindsay: Yes.

Q. By Mr. Mouritsen: State how he outlined the purpose of the meeting?

A. He told those present the purpose of the meeting was to have a large group of representatives present, and that all parties interested be given an opportunity to state their position so that everyone could go back among their respective groups and have a clear understanding of the situation that existed.

Then he called on the Union representatives to first state their position.

I repeated the statement that had been made in the Governor's office, to the effect that if any of the farmers were deal- [217] ing with Boswell Company, had cotton in their yard and the labor

(Testimony of E. F. Prior.)

dispute between Boswell and the individual farmers was affecting them, the Union would be very anxious if they would identify it and show that the Boswell Company had no control, mortgage or lien on the cotton, we would be very happy to assist them in moving the cotton out.

Then Mr. Ralph Gettys, vice-president of the State Federation of Labor, stated that the representatives of the various branches of the American Federation of Labor were in attendance there in a spirit of cooperation, and not one to argue and to try to create hard feelings; that he realized that the farmers could mass a large force as no doubt labor could mass a large force, but that, after all, that would not settle any of the issues, and if some plan could be suggested by anyone that would be agreeable to help this misunderstanding, that the representatives of labor would cooperate.

Mr. Roy Fileher, acting as spokesman for the committee of farmers, presented to Mr. Walch a letter, and passed copies, a number of copies of this letter, to some of the representatives of the Union, to the representative of the State Department of Labor, and requested that Mr. Walch read the letter. The text of the letter I cannot repeat.

Q. You say Mr. Walch read it? A. Yes.

Q. Will you tell us, from memory, what Mr. Walch read at that [218] time, as best you can remember?

Mr. Clark: Might I ask, is that the letter that is in evidence?

(Testimony of E. F. Prior.)

Mr. Mouritsen: No.

Mr. Clark: It is a further letter.

Objected to upon the ground it is hearsay, your Honor, incompetent, irrelevant and immaterial, and not binding on any of the Respondents in this matter.

Trial Examiner Lindsay: He may answer.

The Witness: As nearly as I recall, it started, "We, the farmers of Kings County, do hereby state our belief in law and order, and we are willing to assist in having law and order in this Commonwealth."

But in the last paragraph, as I recall it, they stated, "We feel that we have a right to raise and market our produce without interference from any force and we will defend that right to the best of our ability," and signed "The Farmers," and I don't believe there was any other identification but the signature.

Q. By Mr. Mouritsen: What next——

Mr. Clark (Interrupting): I move to strike that testimony out, may it please your Honor, on the ground it is incompetent, irrelevant and immaterial, in addition to the other grounds of the objection previously urged.

Trial Examiner Lindsay: The answer may stand. [219]

Q. By Mr. Mouritsen: What next happened at that conference, Mr. Prior?

A. That was all the conference. The farmers——

(Testimony of E. F. Prior.)

no, the farmers' committee then in a body got up and left the meeting.

Q. After that was anything further done or said at the meeting, as you recall?

A. There was discussion by several members of the labor group. The text of their discussion I cannot recall at this moment. I do recall this, that Mr. Walch stated that he and the Sheriff would do everything possible to help enforce the laws of the County, and he requested the cooperation of both the farmers and the Union to keep in touch with him and cooperate with him.

Q. Now, returning to the picketing incident of January 30th, 1939, at or about that time, did you make any attempt to get in touch with Mr. Walch after the incident had taken place?

A. The afternoon of January 30th, 1939, I went to Hanford to Mr. Walch's office. One of the girls in his office informed me that Mr. Walch was out and would not be back any more that day.

From there, I went to the Sheriff's office and was informed by the other Sheriff, whose name I don't recall, that Sheriff Loftis was out of town on a drowning—a recovery of some bodies, people who had drowned, and that he was not expected back into town before 5:00 o'clock. [220]

Q. After that time, did you make further efforts to get in touch with either Mr. Walch or Sheriff Loftis?

A. I called back to the Sheriff's office sometime

(Testimony of E. F. Prior.)

after 5:00 o'clock, and Sheriff Loftis had not yet returned to his office.

Q. And after 5:00 o'clock of what day?

A. Of January 30th, 1939.

Q. And 5:00 o'clock, was that in the morning or the afternoon?

A. In the afternoon.

Q. Did you make any further attempt after that to get in touch with either Mr. Walch or Sheriff Loftis?

A. Not that day.

Q. Well, did you subsequently?

A. (Pause.) On or about February 2nd, I called at Mr. Walch's office again.

Q. And did you on that occasion see Mr. Walch?

A. Yes.

Q. Did you have a conference with him?

A. Yes.

Q. Was anyone else present other than you and Mr. Walch?

A. Mr. Drexel Sprecher, attorney for the National Labor Relations Board.

Q. What did you say to Mr. Walch, and what did he say to you on that occasion?

Mr. Clark: Objected to, incompetent, irrelevant and immaterial, and hearsay; not binding on any of the Respondents [221] in this matter.

Trial Examiner Lindsay: He may answer.

The Witness: Mr. Walch told me that he had a message for me from the secretary of Governor Olson, and handed me a letter that has been entered into evidence, I think, as Respondent's Exhibit.

(Testimony of E. F. Prior.)

Q. By Mr. Mouritsen: I will show you Respondent's Exhibit 1, and ask you if that is the letter to which you refer?

A. (Examining document) It is.

Q. Continue with your conversation?

A. I read the letter, and after reading it I talked to Mr. Walch and made the statement that I did not agree with it; to which Mr. Walch replied that "I don't give a damn."

I replied to Mr. Walch that I didn't expect him to, but that I still did not agree with it, and I thought that I would again call Mr. Fulton and discuss the matter further; that according to his definition and interpretation of the picket ordinance of Kings County, that the rights of citizens of Corcoran were being violated by permitting any group to force another group to cease their lawful pursuit of anything that they might be doing.

Mr. Walch stated that he favored another conference with the Governor and see—thought that it would be a good idea to have all parties represented, and that if I did call Mr. Fulton to please call him back and let him know what arrange- [222] ment, if any, had been made for a further meeting.

With that, the conference ended.

Mr. Mouritsen: You may inquire.

Mr. Clark: Cross examination?

Mr. Mouritsen: Yes.

There is one matter. I wonder if counsel would be willing to let me withdraw this witness at this

(Testimony of E. F. Prior.)

time and have the cross examination later. I have a witness that I can probably finish today, and he is not going to be available after this time.

Mr. Clark: It is satisfactory to us, your Honor, and I suggest that the transcript in the same manner as agreed with respect to District Attorney Walch's testimony show the cross examination of Mr. Prior immediately following his direct examination, although we will have it all written up anyway at once.

Trial Examiner Lindsay: Off the record.

(Discussion outside the record.)

Mr. Clark: I suggest that the record show, if it does not already, that this next witness is being called out of turn by Mr. Mouritsen.

Trial Examiner Lindsay: Yes.

Mr. Mouritsen: Yes.

Trial Examiner Lindsay: That is agreeable to everyone?

Mr. Clark: So stipulated. [223]

(Witness temporarily excused.)

Mr. Mouritsen: Call W. R. Johnston.

W. R. JOHNSTON

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

(Testimony of W. R. Johnston.)

Direct Examination

By Mr. Mouritsen:

Q. What is your name?

A. W. R. Johnston.

Q. Where do you live? A. Hanford.

Q. Are you now employed? A. No, sir.

Q. Have you ever been employed by the J. G. Boswell Company of Corcoran? A. Yes, sir.

Q. When were you first employed by that Company? A. In September of 1937.

Q. And what work were you engaged to do at that time? A. Bale hauler.

Mr. Clark: I didn't get that?

The Witness: Bale hauler.

Q. By Mr. Mouritsen: And at what rate of pay were you engaged at that time?

A. 35 cents an hour. [224]

Q. What hours did you work?

A. From 12 to 18.

Q. How long did you continue to work as a bale hauler?

A. Up until January the 28th of 1938.

Q. What occurred at that time?

A. I had a leg injury.

Q. Did you at the time you injured your leg, cease or stop working for the Boswell Company?

A. Yes, sir.

Q. After January of 1938, you never resumed employment with the Boswell Company?

A. Yes, sir.

(Testimony of W. R. Johnston.)

Q. When did you next work for them?

A. Sometime in October, around the 20th.

Q. Of what year? A. 1938.

Q. And what work did you start to do then for the Company?

A. Well, the first day I helped in the branding pen of the stockyards there.

Q. What did you do after the first day?

A. Press helper on No. 4 gin.

Q. And what rate of pay did you receive then?

A. 35 cents an hour.

Q. And how many hours per day did you work?

A. Twelve. [225]

Q. How long did you continue in that position?

A. About seven days.

Q. And what did you then do?

A. I went to sewing and sacking seed.

Q. Was there any change in your rate of pay or hours of work? A. No, sir.

Q. How long did you continue that type of work?

A. Around two weeks, I imagine.

Q. And what type of work did you then do?

A. I went to work as a bale hauler again, a helper on a bale wagon.

Q. How long did you continue to do that type of work?

A. Up until the 17th of November, 1938.

Q. What occurred on—strike that.

Did your employment at that time with the J. G. Boswell Company cease? A. Yes, sir.

(Testimony of W. R. Johnston.)

Q. How were you notified of the termination of your employment?

A. Gordon Hammond came around and told me.

Q. Where were you?

A. I believe I was around at No. 1 and 2 gin.

Q. Other than Mr. Gordon Hammond and yourself, was anyone else present? [226]

A. No, sir. I don't recall anyone.

Q. What did Mr. Gordon Hammond say to you at that time?

A. He said, on account of the water and the shortage of the cotton crop, he would have to lay someone off, and he hated to lay me off, but then someone had to go and it was just as well to be me as anyone else, and that I wasn't laid off on account of the Union activity.

He said, "Some of them thought it was, but it wasn't."

Q. Are you a member of any labor organization?

A. Yes, sir.

Q. Of what organization are you a member?

A. The American Federation of Labor, the A. F. of L.

Q. Is that the Union of the American Federation of Labor with which Mr. Prior has been connected?

A. Yes, sir.

Q. And the Union that he was instrumental in organizing at the Boswell plant?

A. Yes, sir. [227]

Q. When did you become a member of that organization?

A. November 7, I believe.

(Testimony of W. R. Johnston.)

Q. Of what year? A. 1938.

Q. Prior to November 7, 1938, had you attended any meetings of the union? A. No, sir.

Q. After November 7, 1938, did you attend any meetings of the union? A. Yes, sir.

Q. Approximately how many?

A. One, I guess, one on the 16th of November, and one on the 17th.

Q. And the year? A. 1938.

Q. And have you since November 18, 1938, attended a number of union meetings?

A. Yes, sir.

Q. I believe you testified that you attended a meeting of the union on November 17, 1938?

A. Yes, sir.

Q. Prior to that meeting did you have any conversation with Eugene Clark Ely?

A. Yes, sir.

Q. Where did that conversation take place?
[228] A. At home, at his home.

Q. And was anyone else present at the time when the conversation took place?

A. Well, I don't recall. There was bound to be. There were—they were all in the room.

Q. Who else was there?

A. His folks and his brother, Elgin.

Q. And when you say his folks, you mean his father and mother? A. Yes, sir.

Q. Anyone else? A. Not that I recall.

Q. Now, what took place, or what conversation took place at that time.

(Testimony of W. R. Johnston.)

Mr. Clark: Objected to as hearsay, may it please the Examiner, and not binding on any of the respondents in this matter, being the conversation solely between this gentleman and some other person whose connection with the company is not shown.

Trial Examiner Lindsay: Show who Mr. Ely is.

Q. By Mr. Mouritsen: Do you know whether or not Mr. Eugene Clark Ely was employed at that time by the Boswell Company? A. Yes, sir.

Q. And was he employed at the time with the Boswell Company? [229] A. Yes, sir.

Mr. Clark: The same objection, Mr. Examiner.

Trial Examiner Lindsay: He may answer.

The Witness: Well, he told us that—his brother and I—that he would go to the meeting that night, the 17th of November, and we went home—well, he got in the car and he said he would be back. And he wasn't gone long until he come back and he said he wouldn't go. And I don't remember whether I asked him or his brother asked him why he wouldn't but he said he would rather not go, that there was liable to be trouble the next morning; he would rather not go, that he would wait until some other time.

Mr. Mouritsen: You may inquire.

Cross Examination

By Mr. Clark:

Q. Mr. Johnston, are you employed at the present time? A. What?

(Testimony of W. R. Johnston.)

Q. Are you employed at the present time?

A. No, sir.

Q. Where do you live, please?

A. Hanford.

Q. And for how long have you lived in Hanford?

A. Oh, around a month.

Q. How long have you been a resident of California?

Mr. Mouritsen: Objected to as incompetent, irrelevant and immaterial. [230]

Mr. Clark: Admitted; it is preliminary.

Trial Examiner Lindsay: He may answer.

The Witness: Four years.

Q. By Mr. Clark: You were first employed by the Boswell Company in the fall of 1937, weren't you?

A. That is right.

Q. Never had been employed by that company prior to that time, isn't that so?

A. That is right.

Q. All right.

May I have that book that was admitted in evidence?

Mr. Mouritsen: Board's Exhibit 3.

Q. By Mr. Clark: Your initials are what, please?

A. W. R.

Q. Now, first let me ask you this, Mr. Johnston.

You started in your employment with the Boswell Company, then, at the start of the '37-'38 cotton season, is that true?

A. Yes.

Q. In other words, in the cotton business and

(Testimony of W. R. Johnston.)

in that plant the season, the ginning season, starts along in September of the year, doesn't it?

A. Something like that.

Q. Some time in the fall? A. Yes. [231]

Q. And then the ginning and milling of cotton-seed oil extends over into the middle of the next year usually, doesn't it, along in June.

A. I couldn't say that far.

Mr. Mouritsen: I move to strike the answer. Objected to.

Mr. Clark: I withdraw the question, Mr. Examiner.

Q. At any rate, you have told us you went to work at the start of the '37-'38 season, that is true, isn't it? A. Yes.

Q. Do you remember that during that season there were a great many more men employed at the Boswell Company than there were during the last season, the '38-'39 season?

A. I couldn't tell much difference.

Q. You couldn't tell much difference.

Wouldn't you say, Mr. Johnston, there were twice as many men employed during the season when you went to work as there were during the past season when your employment ceased?

Mr. Mouritsen: Objected to as indefinite, what season, and so forth.

Mr. Clark: It is clear.

Trial Examiner Lindsay: He may answer.

(Testimony of W. R. Johnston.)

Q. By Mr. Clark: Do you understand the question? A. No. I would like to have it read.

Q. I will ask it again. [232]

Isn't it a fact that during the first season when you went to work at the Boswell Company, which started in 1937, that there were practically twice as many men employed as there were during the season you last worked there, that is, the season when you last worked there last year?

A. I don't think so.

Q. Would you say there were more men employed during the last season than there were during the first season you worked there?

A. I wouldn't know.

Q. Did you notice any difference at all in the number of men employed there?

Mr. Mouritsen: I object to this question. We already have better evidence available as one of the Board's exhibits that counsel holds in his hand.

Mr. Clark: I am testing this witness' recollection.

Trial Examiner Lindsay: You may answer.

Mr. Clark: You may answer the question.

Q. Did you notice any difference in the men employed during the two years that you worked there?

A. I don't think I did.

Q. Very well.

Now, I want you to follow with me, Mr. Johnston, down through a page which we can identify by calling attention to your social security num-

(Testimony of W. R. Johnston.)

ber, being 572-01-4249, in Board's [233] Exhibit 3, which is a record of the Boswell Company. And you will notice that this page is headed with your name, W. R. Johnston.

It is a fact, isn't it, that you went to work, first went to work for the Boswell Company, on September 3, 1937, isn't that true?

A. That is about right.

Q. And on the first occasion you worked the week ending September 23; then the following week, September 30; then the following, October 10, through the week ending October 14, and straight on through until February 3 of 1938; or a period from September 9 of 19— from September 23 of 1937 through until February 3 of 1938.

That was the first time you worked?

A. If I may, can I explain that.

Q. You can explain any answer that you want to explain, Mr. Johnston, and I want you to know, too, we aren't holding you to specific dates.

A. I am positive of the 28th, because that is the day my leg was hurt. That was the last day of the pay date or the day before— I was hurt on a Friday—and it was the next week that they paid me for that.

Q. What date? A. The 20th, 1938.

Q. I understand that. [234]

It is a fact, isn't it, that you were employed by the Boswell Company from September 23 of 1937, this being the first occasion of your employment, up until—through the month of January of 1938?

A. Yes, sir.

(Testimony of W. R. Johnston.)

Q. Isn't that true? A. Right.

Q. And then you ceased your employment?

A. That is right.

Q. How long did this leg injury keep you in an unfit condition?

A. Well, it practically kept me out ever since.

Q. What kind of work did you do during the period of September, 1937, through January, 1938, which is a period of about four months, being the first time you were employed with the Boswell Company?

A. I was in Bakersfield.

Q. What kind of work did you do while you were employed by Boswell during that four months?

A. Bale hauler.

Q. What do you do as a bale hauler?

A. Handled bales of cotton and haul from the gin to the yard and to the truck.

Q. Have you done that work before going to Boswell?

A. Yes. [235]

Q. Where? A. Fresno.

Q. And for how long had you done that kind of work?

A. Around two months.

Q. About two months?

A. About two months.

Q. And what previous experience had you had beyond that in hauling bales for cotton gins?

A. Not any.

Q. None at all? A. No.

Q. And you had two months' experience in that and you went to Boswell?

A. Yes.

(Testimony of W. R. Johnston.)

Q. During this four months' period from September 23 of 1937 up to February 1, we will say, approximately, of 1939, were you employed as a bale hauler all of the time straight through?

A. Yes, sir.

Q. You were? A. Yes.

Q. And for how long after—withdraw that.

Is your leg in such condition that you are able to do that work at this time?

A. I couldn't at present. [236]

Q. You can't at present.

And you haven't been able to engage in that particular job at all since your leg was hurt in February of 1938, isn't that true?

Mr. Mouritsen: Objected to as incompetent, irrelevant, and immaterial, calling for a conclusion of the witness.

Mr. Clark: I think it is quite important. I am asking him for a physical condition.

Trial Examiner Lindsay: Read the question.

Mr. Clark: The question is garbled. I will repeat it.

Q. Your leg has not been in a better condition than it now is ever since the first of February of last year since you hurt it, isn't that true?

A. It is some better. I couldn't have walked on it if it hadn't.

Q. It is being increasingly better, isn't that true?

A. (Pause).

Mr. Mouritsen: Objected to as immaterial.

(Testimony of W. R. Johnston.)

Trial Examiner Lindsay: He may answer.

With these witnesses, go a little bit slower and, I think, probably we will get the answer.

Mr. Clark: Very well. I was pressing against 4:30, and I understand this gentleman won't be available next week.

Trial Examiner Lindsay: We will go later than 4:30 if necessary. [237]

Mr. Clark: Let us get this clear, Mr. Johnston.

Q. You have told us you were hurt on the 1st of September, 1938, about then, which is the date shown on this record, Board's Exhibit 3, of your ceasing your first period of employment for Boswell. That is true, isn't it?

A. Yes, sir.

Q. And you have also told us that even now your leg is not in such condition as to enable you to work as a bale hauler, isn't that true?

A. That may be explained. I haven't been out of the hospital but about two weeks, I guess. My leg has been operated on.

Q. I see.

Now, that has been true ever since February 1 of '38, namely, that you haven't been in a physical condition sufficient to work at the job as a bale hauler?

A. Oh, yes, I could work at it. After June, the middle of June, of that year, why, the leg still bothered me but I could work. It didn't handicap me from doing that. I could do it as good as I could do anything else.

(Testimony of W. R. Johnston.)

Q. You could do as good a job at that as anything else? A. Yes.

Q. So, by the middle of June of 1938 you could have worked at the job, is that right?

A. Yes, sir.

Q. Now, I am correct in stating, am I not, Mr. Johnston, that [238] your next employment by Boswell and Company commenced about the 27th of October of last year, isn't that right?

A. That would be somewhere close to it. I don't remember the exact date.

Q. I see.

And was that the start of a milling run during that fall? A. I believe it was.

Q. What was the job that you took on at that time?

A. They put me helping brand cattle.

Q. Helping brand cattle.

And wasn't it about October 27th last year that the cotton seed mill opened for a short period of time? Do you remember?

A. I don't remember just when it was exact. I couldn't say.

Q. During the time that you were hurt back in February and October 27th of last year, did you apply to the company for work?

A. Not until after when I came down about the—I guess about—if that was the 27th it must have been about the 10th of October when I applied for work.

(Testimony of W. R. Johnston.)

Q. After you had to quit in February you didn't apply again for work until October, about October 10th, or around the first of October, is that right? A. Yes. [239]

Q. And to whom did you apply, please?

A. Gordon Hammond.

Q. And he is the plant superintendent, isn't he? He is the man you applied to for a job?

A. Yes, sir.

Q. And it was then some days, namely, about two weeks until October 27th when you went back on the job? A. Yes, sir.

Q. All right.

And on that occasion you were employed as a what again? In what capacity? What did you do?

A. I did several different things.

Q. What did you first start to do?

A. Out in the branding pen.

Q. Branding cattle. All right.

Then what?

A. Oh, as a press helper.

Q. What is the nature of that job? That is in the cottonseed mill, isn't it?

A. It is in the gin, pressing bales of cotton.

Q. And what else did you do?

A. Sacking seed.

Q. In other words, you worked there, Mr. Johnston, on this second occasion from October 27 of 1938 through to the end of the week, November 11th—I mean November 3rd, of '38, through [240]

(Testimony of W. R. Johnston.)

the week ending November 10, '38, and through the week ending November 17, '38, or for a period of one, two, three, or four weeks, isn't that right?

A. Something like that. [241]

Q. And during that time, how many jobs were you put at?

A. Well, I don't know. There were several. I changed off.

Q. There was the time you were put at——

A. (Interrupting): General work.

Q. (Continuing): ——there was the time you were put branding cattle? A. Yes.

Q. And——

A. (Interrupting): As a press helper.

Q. Then what? A. Press helper.

Q. Then what?

A. Sewing sacks and sacking seed.

Q. Sewing sacks and sacking seed.

In other words, you were put at odd jobs, weren't you, during those four weeks? A. Yes, sir.

Q. And then, finally Mr. Hammond told you there wasn't any more work there, and let you go?

A. I was on the bale work at the last.

Q. That is another job you were put at; isn't that right? A. Yes.

Q. And finally Mr. Hammond told you there wasn't any more work left, and for you not to think that you were being laid off because you joined the Union; isn't that right? [242]

A. That is right.

(Testimony of W. R. Johnston.)

Q. Have you ever applied to the Company for work since? A. No, sir.

Q. As a matter of fact, Mr. Johnston, you know, don't you, that at that particular time in October and November of 1937 there was not—withdraw that.

You know, don't you, that during that particular time in October and November of 1937, there really wasn't work enough to be done around Boswell's for the number of men they were keeping on employment?

A. If you are referring to 1937——

Q. 1938, I mean?

Oh, there was plenty in '37, wasn't there?

A. Yes.

Q. '37 was a big season?

A. Yes, I imagine it was.

Q. In fact, in the year '37 and '38, your first year, when you worked for four months there, they ginned about forty thousand bales of cotton, didn't they? A. I don't remember.

Q. And in the last year, the one we are talking about here, in the Fall of '38, they only ginned ten thousand bales, isn't that right?

A. I couldn't say.

Q. There wasn't so much cotton around the plant, was there? [243]

Mr. Mouritsen: Objected to as vague and indefinite.

(Testimony of W. R. Johnston.)

Mr. Clark: He can tell his impressions, may it please your Honor, with propriety.

Trial Examiner Lindsay: He may answer, if he knows, but it seems to me that you have your records. No doubt they will be produced.

Mr. Clark: Yes, they will.

Q. Now, Mr. Johnston, what is the name of this Local Union that you belong to?

A. Cotton Products and Grain Mill Workers' Union.

Q. The Cotton Products and Grain Mill Workers' Union.

And what is the number of the Local?

A. 21798.

Q. All right.

And when was it that you joined?

A. November 7th, I believe.

Q. At any time did any—did Mr. Hammond or Mr. Robinson here ever tell you that you couldn't join any Union you wanted to? A. No, sir.

Q. As a matter of fact, there was posted on the billboard, or on a billboard in the plant, wasn't there, during November of last year—

I will ask that this be marked for identification, your Honor. I am getting mixed up on that. [244].

(Thereupon, the document above referred to was marked as Respondent Boswell's Exhibit No. 2 for identification.)

(Testimony of W. R. Johnston.)

BOSWELL'S EXHIBIT NO. 2

NOTICE TO EMPLOYEES

This company will not through its proper representatives or otherwise, restrain, coerce, intimidate or interfere with our employees' right to self organization and, furthermore, will not discriminate with regard to hire or tenure of employment because of affiliation with the American Federation of Labor or any other bona fide labor organization, as guaranteed by the National Labor Relations Act.

This notice will be posted for a period of fifteen days.

Final draft approved by Larsen.

Q. By Mr. Clark: Now, I want to ask you, Mr. Johnston, to look at an Exhibit which has been marked Boswell's Exhibit 2 in this case, and I want to specifically ask you whether or not there wasn't a sign just in those words posted in the Boswell plant while you were there in the Fall of '38, and whether or not you didn't read it?

Will you just take a look at it?

Trial Examiner Lindsay: Read it to yourself.

Mr. Clark: Just to yourself.

The Witness (Interrupting): It was not.

Q. By Mr. Clark: There was no such sign posted in the plant? A. No, sir.

Q. None that you saw, anyway?

A. Not that I saw.

Q. Did you read any sign posted in the plant

(Testimony of W. R. Johnston.)

while you were there in the Fall of last year, reading to the general effect that the employees could do anything they wanted so far as joining a labor organization was concerned? A. No, sir.

Q. Did you ever see an advertisement in the Corcoran paper under date of January 20th of this year, signed by Mr. Prior, [245] and stating that the Boswell officials had announced that so far as their employees were concerned, they were perfectly free to join your A. F. of L. Union? A. Yes, sir.

Q. You saw that? Let us see about that.

I will ask your Honor if what purports to be an issue dated January 20th, 1939, of the Corcoran News, consisting of three sheets of paper, of newspaper, may be marked for identification as Boswell's Exhibit next in order.

Trial Examiner Lindsay: Are you offering the whole paper or just a specific portion?

Mr. Clark: I am not going to offer it all, but mark it for identification at this time, and I thought I would mark the whole paper for identification.

(Thereupon, the document above referred to was marked as Respondent Boswell's Exhibit No. 3 for identification.)

Q. By Mr. Clark: I want to direct your attention to the inside page of the paper which has been marked for identification as Boswell Company's Exhibit 3, and particularly to the article which appears in the lower left-hand corner, which is headed or

(Testimony of W. R. Johnston.)

which has the heading "Attention J. G. Boswell Company Employees," and I will ask you whether that is the advertisement or article that you have just referred to in your testimony? [246]

Mr. Mouritsen: Isn't it customary to show such things to counsel?

Trial Examiner Lindsay: May I see it, as long as it is up here?

Mr. Clark: Pardon me. I am getting all mixed up on this procedure. I think I will go back to handing them to you first.

Trial Examiner Lindsay: Will you have that specific article marked for identification?

Mr. Clark: Yes.

(The article referred to was so marked.)

Mr. Clark: I will state for the record, then, may it please the Examiner, that my offer for identification is confined solely to this article which has been last marked.

(The document referred to was passed to Mr. Mouritsen.)

Mr. Clark: Very well.

Q. Now, I will repeat the last question to you, Mr. Johnston: Is the article which I now show you, and which has been marked Respondent Boswell's Exhibit 3 for identification, the one that you had in mind when you told me that you had seen such an article? A. Yes, sir.

Q. Will you read it to yourself? Is that true?

(Testimony of W. R. Johnston.)

A. That is true.

Q. And did you see that in the *Coreoran News* on or about [247] January 20th?

A. Something around there.

Mr. Clark: We offer it in evidence, your Honor.

Mr. Mouritsen: No objection.

Trial Examiner Lindsay: Respondent's 3 received in evidence.

(Thereupon, the article in the newspaper referred to was marked as Respondent Boswell Company's Exhibit No. 3 and received in evidence.)

BOSWELL'S EXHIBIT NO. 3

ATTENTION

J. G. Boswell Co. Employees

Many employees of the J. G. Boswell Company have stated that foremen of the company have told them that membership in the American Federation of Labor would affect their employment with the company.

Mr. Louis Robinson, general manager of the Corcoran plant, stated in the presence of the following men who attended a meeting in his office January 17:1939:

Maurice Howard, Field Examiner of the National Labor Relations Board

Wm. Boswell, of the company

(Testimony of W. R. Johnston.)

E. F. Prior, Sec.-Treas, California State Council of
Soap and Edible Oil Workers

Wm. Robinson, employee of company

Kelly Hammond, employee of company

L. A. Spear Elgin Ely

O. L. Farr George Andrade

R. K. Martin Walter Winslow

W. R. Johnston

Officers and members of the Cotton Products and
Grain Mill Workers Union No. 21798:

“No foreman or anyone else is authorized to make any statement regarding any employee’s membership or non-membership in any union by the company and that no employee’s position would be affected because of membership in any union.”

After the declaration of company policy by Mr. Robinson, no employee of the company should be afraid to attend a meeting for the purpose of learning the history and gains made by organization in their industry—they really owe it to themselves to learn everything possible about these new developments.

A MEETING WILL BE HELD IN THE

Corcoran American Legion Hall

January 23, 1939, at 8:00 p. m.

for the purpose of discussing labor problems with
the employees of this industry.

(Testimony of W. R. Johnston.)

COTTON PRODUCTS & GRAIN MILL
WORKERS UNION NO. 21798

R. K. MARTIN, Secretary

CALIFORNIA STATE COUNCIL OF SOAP
AND EDIBLE OIL WORKERS

E. F. PRIOR, Secty-Treas.

[Endorsed]: Filed 5/19/39.

Mr. Clark: Now, is your Honor accustomed to having Exhibits read into the record, or do you require a statement or a request by counsel if they be deemed read into the record, to make them a part of the record?

Trial Examiner Lindsay: Neither one. The record is there, and it speaks for itself.

Mr. Clark: Very well.

Q. Now, you never heard anything then, Mr. Johnston, to make or to lead you to any other belief than the statement in that article, isn't that right? A. I don't think so.

Q. All right.

How many members are there in your Union, do you know? A. I don't know exactly.

Q. Well, can you approximate it for us?

A. I don't think I could. [248]

Q. Well, are there as many as a dozen?

Mr. Mouritsen: I object to this question upon the ground it is incompetent, irrelevant and immaterial.

(Testimony of W. R. Johnston.)

Mr. Clark: Well, on the ground of competency, I want to point out to the Examiner that there is a charge here that we have not only discriminated against—I am speaking now of the Boswell Company—against employees under Subsection 8 (3) of having joined a Union, but that we have rewarded persons by raises in wage scale, and so forth, the complaint so alleges, for not joining this particular Union.

Now, it is impossible for us to ascertain, may it please the Examiner, who these persons are with respect to this about which we are accused, unless we know what employees are members of the Union. I asked that question yesterday, and the Examiner ruled it would be incompetent. I asked it with respect to the charter which was admitted in evidence, and on further reflection I would like to submit the thought I have just tried to express to your Honor. I concede so far as this witness is concerned I perhaps am going too far in asking him to approximate how many, if there are other more credible sources for getting that information, but I am trying to answer counsel's objection based on the claim of incompetency of the evidence.

Mr. Mouritsen: Well, Mr. Examiner, if I understand counsel's statement correct, he is not stating the contents of the complaint. There is no allegation in the complaint to the effect [249] that the members of this Union were rewarded by any raises in pay in any manner.

(Testimony of W. R. Johnston.)

Mr. Clark: Well, I am not making that statement. I say you allege in the complaint we have rewarded persons who have not joined this Union by raising their pay, and that we have discriminated against persons who did join this Union.

Now, how are we to know whom we are accused of having discriminated against, or having rewarded if we don't know who they are? We ought to be entitled to the membership of your Union. We can't defend against it.

Mr. Mouritsen: There was no allegation that every employee who did not become a member of the Union was accorded an increase in pay.

Mr. Clark: There is certainly an allegation which, if the Examiner will examine it—

Trial Examiner Lindsay (Interrupting): Off the record.

(Discussion outside the record.)

Mr. Clark: That is all.

Mr. Mouritsen: Just a minute.

Redirect Examination

Q. By Mr. Mouritsen: Now, Mr. Johnston, how long had you been out of the employ of the J. G. Boswell Company before you ever saw the statement that has been introduced as Boswell's Exhibit No. 3?

A. When is it dated? January 20th? I was out the 17th of [250] November of '38.

Q. Now, after you were laid off on November 17th, 1938, did you return to the Boswell plant at all?

(Testimony of W. R. Johnston.)

A. Yes, sir.

Q. When did you do that?

A. On the 18th of November, '38.

Q. Did you see anybody working on the bale wagon at that time? A. Yes, sir.

Mr. Clark: I object to that as being beyond the scope of the cross examination. It was not gone into on direct or on cross examination.

Trial Examiner Lindsay: May I explain, gentlemen, in these hearings, as I stated the other day, I do not pay very much attention to the strict rules as to questioning a witness and you will be given the same privilege with your witnesses.

Mr. Clark: Very well.

Trial Examiner Lindsay: We want all the facts, and I am not particular about the procedure in getting them so long as it is more or less orderly.

You may answer.

The Witness: The question again?

(The question referred to was read by the reporter, as set forth above.)

Mr. Mouritsen: Nothing further. [251]

Trial Examiner Lindsay: Any other questions?

Mr. Clark: Not from us.

Trial Examiner Lindsay: I have just one or two.

Q. Was your leg injured while you were working? A. Yes, sir.

Q. How did the injury happen?

A. I stepped in a hole after stepping off a bale wagon out in the cotton yard.

(Testimony of W. R. Johnston.)

Q. Now, did the injury immediately affect your ability to work? A. Yes, sir.

Q. And what happened immediately after your injury? A. They took me to the doctor.

Q. Who took you to the doctor?

A. I don't recall now. I think "Red" Jorgenson—I don't know who else went with him, if anybody.

Q. Now, during the course of your employment, did you ever notice whether or not anyone else was injured while you were working there?

A. Yes, sir. [252]

Q. And do you know what the policy of the Boswell Company is regarding the re-employment of an injured person who is injured while on the job?

A. No, sir.

Q. Can you give me the name of an individual who was injured while at work for the Boswell Respondent Company?

A. I can give you several, I guess; E. C. Powell was one.

Q. Was his injury great enough to cause him to be off from duty?

A. Well, I don't know; a hand.

Q. Was he off duty? A. Yes, sir.

Q. After his injury was cured, was he taken back to work? A. Yes, sir.

Q. Is that true with the other persons who were injured, if you know?

A. All that I know of, yes.

Q. After they became sufficiently well enough to

(Testimony of W. R. Johnston.)

go back to work, they were taken back by the respondent company, is that correct? A. Yes, sir.

Q. Who were some of the others other than this one you mentioned?

A. I can't recall them by name; all I know is by just seeing them, something like that. I don't know them individually, [253] just know them working.

Trial Examiner Lindsay: That is all.

Mr. Clark: Just one question.

Recross Examination

Q. By Mr. Clark: You, of course, received workmen's compensation insurance upon your injury, didn't you? A. Beg pardon?

Q. You received payments, didn't you, from the workmen's compensation fund after you were injured? A. Yes, sir.

Q. Surely. For how long?

A. I don't remember the exact date.

Mr. Clark: Well, the Examiner may take judicial notice of that fact, anyway.

Trial Examiner Lindsay: I understand the State law.

You are not now receiving that compensation?

The Witness: Yes, sir.

Q. By Mr. Clark: You are?

A. Up until Monday—it is not that—the leg has been operated upon since that time.

Q. When did the compensation payments start

(Testimony of W. R. Johnston.)

again to you? A. Sometime in February, '39.

Q. In February, '39. And have they been paid continuously up to the present time? [254]

A. Yes, sir.

Q. And how about the cost of the operation? Was that paid for *the* the State insurance fund?

A. It is paid for by the Associated Indemnity.

Q. By the insurance company? A. Yes.

Q. The Boswell Company paid the premium on that insurance, didn't they?

Mr. Mouritsen: I object. He wouldn't know.

Q. By Mr. Clark: You didn't pay them?

A. No.

Mr. Mouritsen: One other question, Mr. Johnston.

While working for Boswell, either in '37 or '38, did you ever receive any complaint regarding your work?

The Witness: No, sir.

Mr. Mouritsen: Nothing further.

Mr. Clark: Nothing further.

Trial Examiner Lindsay: That is all.

(Witness excused.)

Trial Examiner Lindsay: We will adjourn until Monday morning. We will adjourn until 10:00 o'clock Monday morning and on Monday morning the hearing will be reconvened in the American Legion Hall in this city.

(Whereupon, at 4:50 o'clock p. m., the hearing adjourned until Monday, May 22, 1939, at 10:00 o'clock a. m.) [255]

American Legion Hall,
Corcoran, California,
Monday, May 22, 1939 [256]

PROCEEDINGS

Trial Examiner Lindsay: Hearing called to order.

Mr. Mouritsen: Mr. Examiner, I am now in receipt of the order of the Board designating John T. Lindsay to act as Trial Examiner in this matter, and at this time I desire to offer that order, which is certified by the Secretary of the Board, as Board's Exhibit 1-JJ, and also to withdraw at this time the telegram which was previously introduced.

Mr. Clark: No objection so far as the substitution of the exhibits is concerned. Of course, all the evidence is subject to the motions to dismiss and exceptions taken.

Trial Examiner Lindsay: It may be received.

Mr. Mouritsen: At this time, also, Mr. Examiner, I should like to ask the Examiner's indulgence in that I may recall Mr. Johnston for one or two questions that are very necessary in view of the decisions of the Ninth Circuit Court of Appeals. If I may be permitted to do that, I will call Mr. Johnston.

Trial Examiner Lindsay: No objection to recalling Mr. Johnston?

Mr. Clark: No.